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Order: Non-Order Search  
Co: First American  
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ON

TIMBER DEED



KNOW ALL MEN BY THESE PRESENTS, That Melvin A. Fields

hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto HERBRAND MCGOWAN TIMBER COMPANY, a Washington general

partnership

any heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party), all of the merchantable timber lying or standing upon that certain land in Multnomah County, Oregon, described as follows, to-wit:

The South one-half of the Northeast one-quarter of the Northeast one-quarter of the Northwest one quarter of Section 30, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon.

TRANSAMERICA TITLE INSURANCE CO. REC-11 10-11-80

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the said second party for the period hereinafter stated. The first party hereby covenants to and with the second party that he is lawfully seized in fee simple of the described premises; that the same are free from all encumbrances except

and that first party will warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring inches or more in diameter at the height of inches above the ground. The second party shall have the right to enter upon said land and to remove said merchantable timber therefrom at any time from date of recording thru Nov. 30, 1997 for brevity, the time within which said timber may be removed hereinafter is called the "period"; all merchantable timber not so removed on or before the expiration of the said period shall revert immediately to the first party. During said period, the second party shall have the right, with second party's agents, representatives and employees, (1) to enter upon and freely occupy said described lands, (2) to build and use roads, flumes, skid, tram and other ways and railroads, (3) to use of water on said lands and sites for the storage of logs, lumber and other timber products and (4) to erect and use mills, buildings and other structures thereon; structures created by the second party during said period which are not removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole property of the first party.

(Continued on reverse)

Melvin A. Fields  
4623 NE 15th St  
Portland, OR. 97211-5027

GRANTOR'S NAME AND ADDRESS

Herbrand McGowan Timber Co  
315 39th Ave. S.W. Ste #6  
Puyallup, WA. 98373-3625

GRANTEE'S NAME AND ADDRESS

After recording return to:

Herbrand McGowan Timber Co  
315 39th Ave. SW Ste 6  
Puyallup, WA. 98373-3625

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

GRANTOR

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_ ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/title/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By \_\_\_\_\_ Deputy

JUN 19 1992

All taxes levied on or which attach to said lands or timber during the said period, including forest patrol assessments and other levies by any public agency or authority, shall be paid by the second party promptly on or before November 15th annually. At all times the second party shall observe and conform to all local, state and federal laws and regulations relative to second party's operations on said lands, including the orders and directions of the State Forester and the State Fire Marshall, shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening said property and shall make second party's employees available for firefighting when needed. During said period, the second party shall use reasonable care in felling, cutting and removing said timber and shall not do or permit to be done any damage to growing crops or fences on said lands and lands adjacent thereto without just compensation being paid therefor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,500.00. However, the actual consideration consists of or includes other property or interests given or promised which are part of the consideration (indicate which). If the terms between the parties, if not applicable, should be stated to the contrary.

In construing this deed where the context so requires, the singular includes the plural and all grammatical changes shall be made so that the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 18 day of June, 1992; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING-FEE-TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Melvin A. Fields

STATE OF OREGON, County of Washington ) ss.  
This instrument was acknowledged before me on June 18, 1992  
by Melvin A. Fields

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

[Signature]  
Notary Public for Oregon  
My commission expires 8/21/93

103

067314

STATE OF OREGON }  
Multnomah County }  
L. A. DeBerry for the Recorder of Counties, in and for said County, do hereby certify that this instrument or writing was received for record and recorded in the record of said County  
92 JUN 19 PM 2:49  
RECORDING SECTION  
MULTNOMAH COUNTY OREGON  
BOOK 2556 PAGE 1133 On File  
Witness my hand and seal of office at \_\_\_\_\_  
Recorder of Counties  
C. Swick  
Deputy

JUN 19 1992

I, Jerry Robinson, Director of Assessment and Taxation, Washington County Clerk for said county, do hereby certify that the within instrument was received and recorded in the office of said county.



**TITLE**

**REVISED PARAGRAPHS TO COVENANTS AND RESTRICTIONS OF FOREST PARK LANDOWNERS ASSOCIATION**

PREVIOUSLY RECORDED ON PAGES 331, 332, AND 333 OF WASHINGTON COUNTY BOOK NUMBER 1182

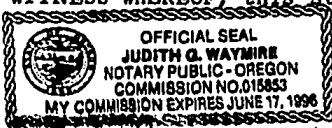
RETURN MAIL ADDRESS: RONALD M. DUZY  
18355 SW FOREST PARK ROAD  
HILLSBORO, OR 97123

Doc : 95077262  
Rect: 152988 5.00  
10/24/1995 09:46:58AM

- 3. There shall be no officers of the Forest Park Landowner's Association. Business of the Association shall be conducted by the members, acting collectively, for the good of the Association.
- 4. The members, acting collectively, are authorized and charged with the duty of collecting sums from the members as these are due, and enforcing the restrictions, conditions, covenants, and agreements (hereafter "articles") described herein. The members, acting collectively, are further charged with the duty of maintaining the fifty-foot wide roadway in such a state of repair as is agreeable to a two thirds majority.
- 5. Members will, on a voluntary and ad hoc basis, assume tasks related to the business of the Association such as collecting fees, depositing/withdrawing funds, writing letters, obtaining road repair estimates, etc.
- 8. Any member has authority to initiate action on matters pertaining to the Association, including enforcement of these articles. In this regard, a member wishing to initiate action shall call a meeting of members to discuss and decide the matter in question. The member who wishes to initiate action shall advise all members, in writing, of the date, time, place and issue(s) to be discussed. Such notice shall be accomplished in a reasonable manner with an attempt to achieve maximum attendance by members. At such meeting, following appropriate discussion of the issue(s), decisions will be made by a majority vote of the members present, except decisions on those matters requiring determination to be made in accordance with other criteria as defined elsewhere in this document (example: amending or altering these articles requiring a two thirds majority to pass).
- 9. Periodically, members shall be assessed fees needed to carry out the business of the Association, including maintenance of the road. The purpose for and amount of fees to be assessed shall be determined by the "authority to initiate action" process described in paragraph 8 above. The amount of late charges for unpaid fees and recovering costs associated with collecting delinquent fees will also determined by the "authority to initiate action" process described in paragraph 8 above.

On September 12, 1995 members of the Forest Park Landowner's Association were polled by certified mail regarding the above proposed changes to the Covenants and Restrictions of Forest Park Landowner's Association on Page 332 of Washington County Book 1182. The election was conducted in accordance with Item 7 of the aforementioned Covenants and Restrictions. The results of the election were that all changes passed by a unanimous vote.

IN WITNESS WHEREOF, this statement is made this 20 day of October, 1995.



Ronald M. Duzy  
Ronald M. Duzy

STATE OF OREGON )

County of Washington ) ss.

On this 26th day of October, 1995, personally appeared the above named Ronald M. Duzy, acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 26th day of October, 1995.

Judith G. Waymire  
Notary Public for Oregon  
My Commission expires: 6/17/96

On May 16, 1977 members of the Forest Park Landowner's Association were polled by certified mail regarding proposed changes to the Covenants and Restrictions of Forest Park on Pages 913, 914, and 915 of Washington County Book 749, and Additions and Amendments to said Covenants and Restrictions on Pages 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, and 407 of Washington County Book 1067.

The election was conducted in accordance with Item 7 of the aforementioned Additions and Amendments.

The results of the election were that all proposed changes passed by at least a two-thirds majority.

These changes have been incorporated into "Revision Number 1, Additions and Amendments to Covenants and Restrictions of Forest Park, Recorded on Pages 913, 914, and 915 of Washington County Book Number 749."

IN WITNESS WHEREOF, this Statement is made this 23 day of June, 1977.

Ronald M. Duzy  
Ronald M. Duzy, President

Michael Davidson  
Michael Davidson, Vice President

Lori Baunach  
Lori Baunach, Secretary/Treasurer

STATE OF OREGON }  
County of Multnomah } ss.

On this 23rd day of June, 1977, personally appeared the above named Ronald M. Duzy, Michael Davidson, Lori Baunach, and acknowledged the foregoing to be their voluntary act and deed. Before me:

Randy Lindberg  
Notary Public for Oregon  
My Commission expires: 9-19-77

6367

ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK,  
RECORDED ON PAGES 913, 914, and 915 of WASHINGTON COUNTY BOOK NUMBER 749.  
(REVISION #1)

1. Every parcel of land within Forest Park which is recorded under a separate description or plat and is a separate distinct tax lot shall be known as a "lot", without reference to the size of the parcel. The owner of every lot shall be referred to as a member. Where a lot is owned by two or more owners such as husband and wife, or tenants in common, those parties collectively shall be deemed a member, so that for each lot there will be only one member.
2. There is hereby created the Forest Park Landowner's Association consisting of members described in the previous paragraph. Each member has two votes in association affairs.
3. Officers of Forest Park Landowner's Association shall be the president, vice-president, and secretary-treasurer. All officers must be members of the association. No person shall hold more than one office and no officer shall be related to another officer. Each officer shall be elected by a majority vote.
4. The officers are authorized and charged with the duty of collecting sums from the members as these are due, and enforcing the restrictions, conditions, covenants, and agreements (hereafter "articles") described herein. They are further charged with the duty of maintaining the fifty-foot wide roadway in such a state of repair as is agreeable to a two-thirds majority.
5. The term of office for each officer shall be one year, unless re-elected. Officers will be nominated each year at an annual meeting of the landowners to be held during the second week of January, the date to be fixed by the president.
6. Except for the purpose of amending or altering these articles, where an election is called for under these articles, it may be conducted by written proxy.
7. Where an election is held, the purpose of which is to amend or alter these articles in whole or in part, members shall vote by notarized proxy ballots. The ballots, together with the proposed amendments, shall be mailed to members at the respective post office address of the members. The mailing shall be by registered or certified mail and members shall be given a minimum period of two weeks from date of mailing to return their ballots. Failure to return the ballots shall be deemed an approval of the proposed amendment or alteration of the articles. All votes require a two-thirds majority to pass.
8. The president shall, in the name of the association, have primary authority to initiate any matters pertaining to enforcement of these articles. In his/her absence or refusal to act, the vice-president shall have the authority of the president; and in the absence of the vice-president or his/her refusal to act, the secretary-treasurer shall have the authority of the president. Nothing herein shall allow any one person to withdraw any monies of the association.
9. Members shall be assessed an annual fee due on July 1 of each year and delinquent after November 15. The amount of the annual fee will be determined by a majority vote of the members present at the annual meeting. A six per-cent per annum late charge will be assessed on late payments. If the assessment remains unpaid after one year, any legal costs and court costs in collecting the assessment will be paid by the member from whom no payment has been received. These monies and any other association funds are to be drawn upon by any two officers signing together. The monies will be used for legal and other fees or costs incurred in enforcing these articles, for official correspondence to members, and for contracting or purchasing materials for the improvement of the road.
10. Each member is entitled to construct a dwelling on his/her lot. The dwelling, if single story, must contain, excluding basement, a minimum of 1500 square feet living area; if multi-level or more than one story, a minimum of 2000 square feet.

BOOK 1182 PAGE 332

11. All dwellings, including the well and septic field, if any, must have a Federal Housing Administration (FHA) appraisal of not less than forty thousand dollars (\$40,000.00), as of the 5th day of February, 1976. The member shall provide to the association, before construction begins, documentation certifying valuation of the dwelling to be constructed.
12. On January 1, 1977, and each year thereafter, the minimum value of any dwelling to be constructed shall be adjusted by multiplying the minimum valuation of the immediately preceding year by the consumer price index (CPI), as applicable to construction (which CPI shall be not less than the U.S. Government's composite inflation figure for the same period) for the immediately preceding year. The resulting amount, plus the valuation for the immediately preceding year, shall be the minimum value of any dwelling to be constructed.
13. All building exteriors must be finished within one and one half years after commencing construction.
14. No more than ten per cent of any lot may be clear-cut, not including those trees cut for the house and roadway.
15. No old, already built, existing or moved buildings, no modular homes, and no mobile homes may be moved into the lots for permanent residence or storage.
16. Damage to, or use of, other lots in Forest Park, by builders constructing homes on any lots, will be assessed to the owner of the lot on whose behalf construction is being done. Damage to the road as a result of activities involving a specific member or members of the association will be billed to that member. These amounts are over and above any other assessments.
17. Unless approved by a majority vote of the association, no permanent signs are permitted that are visible, from the road, to members on adjacent lots. However, each member is entitled one sign totaling no more than 500 square inches announcing name, address, and/or lot description.
18. Tractors, machinery, building materials, unused vehicles and refuse materials may not be stored in such a way that they are visible from the road. Even if the stored items are not visible from the road, the stored items may not be visible to members on adjacent lots without the written approval of members on adjacent lots. This approval may be withdrawn at any time by written notice to the member storing the equipment.
19. No vehicles with a noise level over seventy decibels may be operated in Forest Park by members or their families.
20. Animals may be maintained but (with the exception of dogs, cats, and horses) they must be housed and restricted to a portion of the property not visible from the road or to members on adjacent lots without their approval. Members may withdraw their approval at any time by written notice to the member or person keeping the animal. Animals must be restricted to the property unless accompanied by their owners.
21. No business that can be observed from the road or by members on adjacent lots, may be conducted in Forest Park by members without the majority vote of approval of the members. The road will be closed to the public on each New Year's day.
22. Regardless of any waivers of, or violations of these articles or covenants and restrictions heretofore in effect, there shall be no more waivers or violations allowed or permitted, and failure to enforce these articles shall not be deemed, for any future instance, a waiver of these articles, or any of them.
23. Articles means these articles and all covenants and restrictions heretofore in effect except those which are amended or altered by these articles.
24. To the extent federal, state or local regulations, by law invalidate any matter hereunder, or impose a lesser standard or restriction, these articles are amended or altered accordingly; however, no federal, state or local regulations shall alter or amend these articles unless said regulations shall be superior to these articles; it is the intention of the association that these articles be supreme to the extent of their constitutionality.
25. No member or heir of any member shall grant, convey, or devise any easement or concession, or sell any property which would result in an increase of traffic on Forest Park Road without prior approval of a majority of the members.

Filed for record 1-13-77 10:27 AM  
 ROGER THOMPSON, Director of Records & Elections  
 Deputy

ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK,  
RECORDED ON PAGES 913, 914, and 915 of WASHINGTON COUNTY BOOK NUMBER 749.

1. Every parcel of land within Forest Park which is recorded under a separate description or plat and is a separate distinct tax lot shall be known as a "lot", without reference to the size of the parcel. The owner of every lot shall be referred to as a member. Where a lot is owned by two or more owners such as husband and wife, or tenants in common, those parties collectively shall be deemed a member, so that for each lot there will be only one member.
2. There is hereby created the Forest Park Landowner's Association consisting of members described in the previous paragraph. Each member has two votes in association affairs.
3. Officers of Forest Park Landowner's Association shall be the president, vice president, and secretary-treasurer. All officers must be members of the association. No person shall hold more than one office and no officer shall be related to another officer. Each officer shall be elected by a two-thirds majority.
4. The officers are authorized and charged with the duty of collecting sums from the members as these are due, and enforcing the restrictions, conditions, covenants, and agreements (hereafter "articles") described herein. They are further charged with the duty of maintaining the fifty-foot wide roadway in such a state of repair as is agreeable to a two-thirds majority.
5. The term of office for each officer shall be one year, unless re-elected. Officers will be nominated each year at an annual meeting of the landowners to be held during the second week of January, the date to be fixed by the president.
6. Except for the purpose of amending or altering these articles, where an election is called for under these articles, it may be conducted by written proxy.
7. Where an election is held, the purpose of which is to amend or alter these articles in whole or in part, members shall vote by notarized proxy ballots. The ballots, together with the proposed amendments, shall be mailed to members at the respective post office address of the members. The mailing shall be by registered or certified mail and members shall be given a minimum period of two weeks from date of mailing to return their ballots. Failure to return the ballots shall be deemed an approval of the proposed amendment or alteration of the articles. All votes require a two-thirds majority to pass.
8. The president shall, in the name of the association, have primary authority to initiate any matters pertaining to enforcement of these articles. In his absence or refusal to act, the vice-president shall have the authority of the president; and in the absence of the vice-president or his refusal to act, the secretary-treasurer shall have the authority of the president. Nothing herein shall allow any one person to withdraw any monies of the association.
9. Members will be assessed \$25.00 per year due on July 1 of each year and delinquent after November 15. A six per cent per annum late charge will be assessed on late payments. If the assessment remains unpaid after one year, any legal costs and court costs in collecting the assessment will be paid by the member from whom no payment has been received. These monies and any other association funds will be deposited in a savings account at the United States National Bank of Oregon, Tigard Branch, to be drawn upon by any two officers signing together. The monies will be used for legal and other fees or costs incurred in enforcing these articles, for official correspondence to members, and for contracting or purchasing materials for the improvement of the road.
10. Each member is entitled to construct a dwelling on his lot. The dwelling, if single story, must contain, excluding basement, a minimum of 1500 square feet living area; if multi-level or more than one story, a minimum of 2000 square feet.

11. All dwellings, including the well and septic field, if any, must have an N.M.I. appraisal of not less than forty thousand dollars (\$40,000.00), as of the 31<sup>st</sup> day of February, 1976. The member shall provide to the association, before construction begins, documentation certifying valuation of the dwelling to be constructed.
12. On January 1, 1977, and each year thereafter, the minimum value of any dwelling to be constructed shall be adjusted by multiplying the minimum valuation of the immediately preceding year by the consumer price index (CPI), as applicable to construction (which CPI shall be not less than the U. S. Government's composite inflation figure for the same period) for the immediately preceding year. The resulting amount, plus the valuation for the immediately preceding year, shall be the minimum value of any dwelling to be constructed.
13. All building exteriors must be finished within one and one half years after commencing construction.
14. No more than ten per cent of any lot may be clear-cut, not including three trees cut for the house and roadway.
15. No old, already built, existing or moved buildings, no modular homes, and no mobile homes may be moved into the lots for permanent residence or storage.
16. Damage to, or use of, other lots in Forest Park, by builders constructing homes on any lots, will be assessed to the owner of the lot on whose behalf construction is being done. Damage to the road as a result of activities involving a specific member or members of the association will be billed to that member. These amounts are over and above any other assessments.
17. Unless approved by a vote of the association, no permanent signs are permitted that are visible from the road, or to members on adjacent lots. However, each member is entitled one sign totally no more than 500 square inches announcing name, address, and/or lot description.
18. Tractors, machinery, building materials, unused vehicles and refuse materials may not be stored in such a way that they are visible from the road. Even if the stored items are not visible from the road, the stored items may not be visible to members on adjacent lots without the written approval of members on adjacent lots. This approval may be withdrawn at any time by written notice to the member storing the equipment.
19. No vehicles with a noise level over seventy decibels may be operated in Forest Park by members or their families.
20. Animals may be maintained but (with the exception of dogs, cats, and horses) they must be housed and restricted to a portion of the property not visible from the road or to members on adjacent lots without their approval. Members may withdraw their approval at any time by written notice to the member or person keeping the animal. Animals must be restricted to the property unless accompanied by their owners.
21. No business that can be observed from the road or by members on adjacent lots, may be conducted in Forest Park by members without the vote of approval of the association. The road will be closed to the public on each New Year's day.
22. Regardless of any waivers of, or violations of these articles or covenants and restrictions heretofore in effect, there shall be no more waivers or violations allowed or permitted, and failure to enforce these articles shall not be deemed, for any future instance, a waiver of these articles, or any of them.
23. Articles means these articles and all covenants and restrictions heretofore in effect except those which are amended or altered by these articles.
24. To the extent federal, state or local regulations, by law invalidate any matter hereunder, or impose a lesser standard or restriction, these articles are amended or altered accordingly; however, no federal, state or local regulations shall alter or amend these articles unless said regulations shall be superior to these articles; it is the intention of the association that these articles be superior to the extent of their constitutionality.

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 5 1976, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions FF 20 (List the number of the paragraph you do not approve, or write the words "No Exceptions").

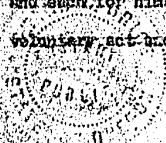
The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 30 day of January, 1976

Colin G. Scott

STATE OF OREGON  
County of Multnomah } ss.

On this 30 day of January, 1976, personally appeared the abov named Colin G. Scott and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Gene B. ...  
Notary Public for Oregon  
My Commission expires August 24, 1977

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 5 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions 12, 19, 20 (list #'s number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 27<sup>th</sup> day of JANUARY, 1976

*Michael A. Siemerud*

STATE OF OREGON }  
County of Washington } ss.

On this 27<sup>th</sup> day of January, 1976, personally appeared the above named MICHAEL A. Siemerud and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

*Steve S. Boice*  
Notary Public for Oregon  
My Commission expires:

My Commission Expires Feb. 5, 1976



578

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 5 1976 January 30, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions: 11, 12, 20, 21, 22 (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 30 day of

January, 1976

Lois M. Petke

STATE OF OREGON }  
County of MULTNOMAH } ss.

On this 30 day of January, 1976, personally appeared the above named LOIS M. PETKE and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

J.R. Oak  
Notary Public for Oregon  
My Commission expires 1977  
My Commission Expires August 8, 1977

BOOK 1067 PAGE 398

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 742.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 5 1976 January 23, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No Exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 23 day of January, 1976

John Edward Ryan

STATE OF OREGON }  
County of Washington } ss.

On this 23 day of January, 1976, personally appeared the above named John Edward Ryan and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

L. Margaret Stepanik  
Notary Public for Oregon  
My Commission expires:

My Commission Expires March 6, 1978



MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS ON FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated Jan FEB 20 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions NO exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 20 day of

January, 1976

Dick Pauwels

STATE OF OREGON }  
County of Washington } ss.

On this 21 day of January, 1976, personally appeared the above named Dick Pauwels and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Randy Seaman  
Notary Public for Oregon  
My Commission expires: Aug 15, 1976



MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated <sup>FEB 5 1978</sup> January 23, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions no exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 23 day of January, 1976

Steven E. Chambers

STATE OF OREGON }  
County of WASHINGTON } ss.

On this 23<sup>rd</sup> day of JANUARY, 1976, personally appeared the above named STEVEN E. CHAMBERS and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



DM Thersell  
Notary Public for Oregon  
My Commission expires: 10/21/76

578

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 5 1976, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No exceptions (List the number of the paragraph you do not approve, or write the word "No Exceptions").

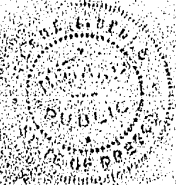
The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 22<sup>nd</sup> day of January, 1976

Ernest C. Weese  
Maxine W. Weese

STATE OF OREGON }  
County of Multnomah } ss.

On this 22<sup>nd</sup> day of January, 1976, personally appeared the above named Maxine W. Weese and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Gene L. Rumbold  
Notary Public for Oregon  
My Commission expires: 6/12/76

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated January 19 <sup>FEB 5 1976</sup>, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions # 22 (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 19 day of January, 1976

Michael J. Davidson  
Francis Davidson

STATE OF OREGON }  
County of Multnomah } ss.

On this 19<sup>th</sup> day of January, 1976, personally appeared the above named Michael and Francis Davidson and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Edwin J. Meyer  
Notary Public for Oregon  
My Commission expires:

My Commission Expires July 8, 1979

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 8 1976 Jan 16, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No Exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 16<sup>th</sup> day of Jan, 1976

Dennis C Hammarby

STATE OF OREGON }  
County of Washington } ss.

On this 16<sup>th</sup> day of January, 1976, personally appeared the above named Dennis C Hammarby and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Frank S. Simpson  
Notary Public for Oregon  
My Commission expires Aug. 16, 1976

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PLOT RECORDED ON PAGES 923, 924, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated <sup>FEB 6 1976</sup> January 20, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No Exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 20 day of January, 1976

Robert W. Reed

STATE OF OREGON }  
County of Washington } ss.

On this 20 day of January, 1976, personally appeared the above named Robert W. Reed and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Arnold Reed  
Notary Public for Oregon  
My Commission expires: 12-25-77



MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 8 1976, 1976, in consideration of the benefits accruing to him or her by accepting the aforesaid ADDITIONS and AMENDMENTS, and for other vains received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 13<sup>th</sup> day of January, 1976

Ronald M. Dwyer  
Margaret M. Dwyer

STATE OF OREGON }  
County of Washington } ss.

On this 13<sup>th</sup> day of January, 1976, personally appeared the above named Margaret M. Dwyer - Ronald M. Dwyer and each for himself, acknowledged the forgoing instrument to be his voluntary act and deed. Before me:



L. Underhill  
Notary Public for Oregon  
My Commission expires: 9-14-77

578

MEMORANDUM OF APPROVAL OF ADDITIONS AND AMENDMENTS TO COVENANTS AND RESTRICTIONS OF FOREST PARK RECORDED ON PAGES 913, 914, AND 915 OF WASHINGTON COUNTY BOOK NUMBER 749.

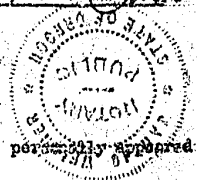
The undersigned, an owner of property within Forest Park, as defined in the ADDITIONS and AMENDMENTS dated FEB 3 1976, 1976, in consideration of the benefits accruing to him or her by accepting the aforementioned ADDITIONS and AMENDMENTS, and for other value received, hereby accepts and agrees to the terms of the ADDITIONS and AMENDMENTS, with the following exceptions No Exceptions (list the number of the paragraph you do not approve, or write the words "No Exceptions").

The undersigned agrees to be bound by each of the ADDITIONS and AMENDMENTS approved by the two-thirds majority of other owners within Forest Park, accepting for himself and all other owners of his lot or lots, all the rights and obligations of a member under the terms of the existing restrictions and the ADDITIONS and AMENDMENTS to be included by this instrument.

IN WITNESS WHEREOF this Memorandum is entered this 5<sup>th</sup> day of February, 1976

*Peter Frederick Jansch*

STATE OF OREGON }  
County of Washington } ss.



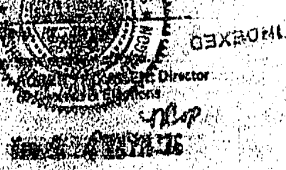
On this 5<sup>th</sup> day of February, 1976, personally appeared the above named Peter F. Jansch and each for himself, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

STATE OF OREGON }  
County of Washington } ss. deeds  
749-913

I, Roger Theobald, Registrar of Records and Elections and Clerk of Courts, do hereby certify that the within and above writing was recorded in the public records.

No. \_\_\_\_\_  
of said \_\_\_\_\_  
Witness \_\_\_\_\_  
Director

*Janice Hudson*  
Notary Public for Oregon  
My Commission expires: May 26, 1979



258 19

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2137

DECLARATIONS OF RESTRICTIONS, CONDITIONS, COVENANTS  
AND AGREEMENTS EFFECTING CERTAIN REAL PROPERTY  
IN SECTION 19 T2S, R2W, W.M. . . . .

6-576/37

This Declaration, made this 11th of July, 1969, by Gotter-McGowan, Inc.

WHEREAS, the above named declarants are the owners of certain real property described as follows:

Beginning at a point on the North line of Section 19, Township 2 South, Range 2 West, Willamette Meridian, Washington County, Oregon, which bears North 89° 32' 20" West, 501.0 feet from the quarter section corner; thence South 0° 27' 22" East, 2646.30 feet to a point on the South line of the North one-half of said Section 19, which bears North 88° 59' 13" West, 512.01 feet from the center of said Section 19; thence South 88° 59' 13" East, along said South line, 1212.62 feet to the West line of the tract conveyed to Homer Flynn, et ux, as described on Page 93, in Book 266, Washington County Deed Records; thence along the West line of said Flynn tract, North 29° 29' 47" West, 52.69 feet, North 18° 34' 47" West, 414.70 feet, North 36° 49' 47" West, 182.90 feet, North 48° 36' 47" West, 448.0 feet and North 05° 19' 47" West, 147.60 feet to the Northwest corner of said Flynn tract; thence South 89° 56' 47" East along the North line of said Flynn tract, 495.22 feet to the Southwest corner of the Bryson T. Clutter tract as described on Page 179 in Book 636, said Deed Records; thence North 0° 18' 06" West, 1388.38 feet to the Northwest corner of said Clutter tract; thence South 88° 56' 50" East, along the North line of said Clutter tract, 1051.24 feet to the centerline of County Road No. 1555; thence North 46° 53' 13" East, along said centerline, 338.88 feet to a point on the North line of said Section 19; thence North 88° 56' 50" West, along said North line, 1901.76 feet to said quarter section corner; thence North 89° 32' 20" West, 501.0 feet to the place of beginning.

WHEREAS, the aforesaid owners desire to declare to the public record its intention to sell said property as aforesaid under certain restrictions, conditions, covenants and agreements; No old buildings shall be moved on said real property. No noxious or offensive trade shall be carried on upon any tract, nor shall anything be done thereon

2137

which may be or become an annoyance or nuisance to the neighborhood. All building exteriors shall be completed and painted within one and one-half years from the time construction is commenced. All dwellings must be 1,000 square feet or more on the main level.

Mobile homes may be used as temporary residence for a period only of two years and may be kept permanently if there has been a permanent home of 1,000 square feet completed on the individual property. All mobile homes must comply with all zoning, sanitation, and building requirements of Washington County.

All animals must be reasonably controlled to avoid their being a nuisance to other homeowners. All homesites will be maintained in a reasonably neat manner with no rubbish, and unused automobiles will be adequately housed.

No buildings, permanent or temporary, may be located within 40 feet of the front property line or 25 feet from the side property lines or the back property lines. All buildings not attached to the dwelling must maintain a 75 foot setback from the front line and a 50 foot setback from all other property lines.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until July 10, 1989 at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed to terminate or amend said covenants, conditions and restrictions in whole or in part by the then owners by not less than two-thirds in area of the whole of said property. If the parties hereto, or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any of the person or persons owning, any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the declarants herein have set their hands and seals the day and year first above written.



Samuel A. Gotter, Jr.  
Samuel A. Gotter, Jr., President

William J. McGowan  
William J. McGowan, Vice President

STATE OF OREGON )  
MULTNOMAH ) ss.  
County of Washington )

On this 11th day of July, 1969, before me appeared Samuel A. Gotter, Jr. and William J. McGowan both to me personally known, who being duly sworn, did say that he, the said Samuel A. Gotter, Jr. is the President, and he, the said William J. McGowan is the Vice President of Gotter-McGowan, Inc. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Samuel A. Gotter, Jr., and William J. McGowan acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Howard J. [Signature]  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

My Commission Expires March 6, 1972.



Filed for record... 7-11-69 at 3:39 PM  
ROGER THOMSEN, Director of Records & Elections  
By [Signature] Deputy

BOOK 749 PAGE 915

After Recording Return to:  
Vial Fotheringham LLP  
7000 SW Varns Street  
Portland, OR 97223



01708097201200409950060064

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

*Richard Hobernicht*

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



**2011, AMENDED AND RESTATED CONDITIONS, COVENANTS, RESTRICTIONS AND AGREEMENTS OF FOREST PARK LANDOWNERS ASSOCIATION**

**RECITALS**

Whereas Forest Park Landowners Association, located in Washington County, Oregon, was created by the *Additions and Amendments to Covenants and Restrictions of Forest Park*, and is responsible to maintain and enforce the deed restrictions recorded against the property located within the association and to maintain the 50 foot road located within the association;

The members of the association have caused this document to be recorded to facilitate an understanding of the history of the deed restrictions and to consolidate, amend and supersede all prior restrictions.

The association is made up of 16 tax lots.

Below is the timeline of all restrictions recorded against the property and the property description of the property within the Association.

On July 11, 1969, Gotter McGoan, Inc, recorded certain restrictions which are found in:

*Declarations of Restrictions, Conditions, Covenants and Agreements Effecting Certain Real Property in Section 19 T25, R2W, W.M. . . . .*  
Document # 2137 of Book 749 Page 913 to 915.

These restrictions were applied against the property described below:

Beginning at a point on the North line of Section 19,  
Township 2 South, Range 2 West, Willamette Meridian,

Washington County, Oregon, which bears North 89° 32' 20" West, 501.0 feet from the quarter section corner; thence South 0° 27' 22" East, 2646.30 feet to a point on the South line of the North one-half of said Section 19, which bears North 88° 59' 13" West, 512.01 feet from the center of said Section 19; thence South 88° 59' 13" East, along said South line, 1212.62 feet to the West line of the tract conveyed to Homer Flynn et ux, as described on page 93, in Book 266, Washington County Deed Records; thence along the West line of said Flynn tract, North 29° 29' 47" West, 52.69 feet, North 18° 34' 47" West, 414.70 feet, North 36° 49' 47" West, 182.90 feet, North 48° 36' 47" West, 448.0 feet and North 05° 19' 47" West, 147.60 feet to the Northwest corner of said Flynn tract; thence South 89° 56' 47" East along the North line of said Flynn tract, 495.22 feet to the Southwest corner of the Bryson T. Clutter tract as described on Page 179 in Book 636, said Deed Records; thence North 0° 18' 06" West, 1388.38 feet to the Northwest corner of said Clutter tract; thence South 88° 56' 50" east, along the North line of said Clutter tract, 1051.24 feet to the centerline of County Road No. 1555; thence North 46° 53' 13" East, along said centerline, 338.88 feet to a point on the North line of said Section 19; thence North 88° 56' 50" West, along said North line, 1901.76 feet to said quarter section corner; thence North 89° 32' 20" west, 501.0 feet to the place of beginning.

This document called for a minimum of a two-thirds majority to amend.

On February 5, 1976 the association by a two-thirds or greater majority vote adopted and caused to be recorded:

*Additions and Amendments to Covenants and Restrictions of Forest Park, Recorded on Pages 913, 914, and 915 of Washington County Book Number 749. Document # 578 in Book 1067 Pages 394 to 407.*

Through Paragraph 2 of the above document, the owners created Forest Park Landowner's Association and through Paragraph 9 of this same document instilled in the association the authority to assess dues to maintain the road and to provide for the enforcement of the restrictions against all property lying within the Association.

On June 23, 1977 the association members passed revisions to the 1976 document by at least a two-thirds majority vote. These newly revised restrictions are found in:

*Additions and Amendments to Covenants and Restrictions of Forest Park, Recorded on Pages 913, 914, and 915 of Washington County Book Number 749. (Revision #1). Document # 6367 in Book 1182 Pages 331 to 333. Filed with Washington County on July 13, 1977.*

On October 24, 1995 the members of the association passed by at least a two-thirds majority vote the following amendments:

*Revised Paragraphs to Covenants and Restrictions of Forest Park Landowners Association, Previously Recorded on pages 331, 332, and 333 of Washington County Book Number 1182. Record # 95077262. Recorded on October 24, 1995.*

These 1995 amendments did away with officers and a board of directors of the association, allowing the association to be ran through members acting collectively for the good of the association.

**NOW, THEREFORE,** pursuant to Paragraph 7 of the *Additions and Amendments to Covenants and Restrictions of Forest Park*, the undersigned Owners by at least a two-thirds majority vote of the members do hereby consolidate, amend and supersede all previous deed restrictions referenced herein through the following Covenants, Conditions, Restrictions and Agreements:

1. Every parcel of land within Forest Park which is recorded under a separate description or plat and is a separate distinct tax lot shall be known as a "lot", without reference to the size of the parcel. The owner of every lot shall be referred to as a member. Where a lot is owned by two or more owners such as a husband and wife, or tenants in common, those parties collectively shall be deemed a member, so that for each lot there will be only one member.
2. There is hereby created the Forest Park Landowner's Association consisting of members described in the previous paragraph. Each member has two votes in association affairs.
3. There shall be no officers of the Forest Park Landowner's Association. Business of the Association shall be conducted by the members, acting collectively, for the good of the Association.
4. The members, acting collectively, are authorized and charged with the duty of collecting sums from the members as these are due, and enforcing the restrictions, conditions, covenants, and agreements (hereafter "articles") described herein. The members, acting collectively, are further charged with the duty of maintaining the fifty-foot wide roadway in such a state of repair as is agreeable to a two thirds majority.

5. Members will, on a voluntary and ad hoc basis, assume tasks related to the business of the Association such as collecting fees, depositing/withdrawing funds, writing letters, obtaining road repair estimates, etc.
6. Except for the purpose of amending or altering these articles, where a vote is called for under these articles, it may be conducted by written ballot.
7. **Approval Required for Amending this document.** An amendment to this document requires the written approval or consent of the owners of at least two-thirds majority of the votes. Failure to return ballots shall be deemed an approval of the proposed amendment or alteration of the articles.
  - a. **Execution and Recordation.** An amendment is not effective until the amendment is recorded in the Records of Washington County, Oregon. The amendment must:
    - i. Include a reference to the recording index number and date of recording of these CC&R's and all amendment thereto.
    - ii. State that the document is being amended under this paragraph.
    - iii. Include the written approval or consent of the owners of at least two-thirds majority of the votes. Except as provided in subparagraph (a)(iv) of this paragraph, the signatures of the owners need not be acknowledged.
    - iv. Include a certification of approval executed and acknowledged by at least two (2) owners stating that the amendment was approved in the manner required by this paragraph.
8. Any member has authority to initiate action on matters pertaining to the Association, including enforcement of these articles. In this regard, a member wishing to initiate action shall call a meeting of members to discuss and decide the matter in question. The member who wishes to initiate action shall advise all members, in writing, of the date, time, place and issue(s), decisions will be made by a majority votes of the members present, except decisions on those matters requiring determination to be made in accordance with other criteria as defined elsewhere in this document (example: amending or altering these articles requiring a two thirds majority to pass).
9. Periodically, members shall be assessed fees needed to carry out the business of the Association, including maintenance of the road. The purpose for and amount of fees to be assessed shall be determined by the "authority to initiate action:

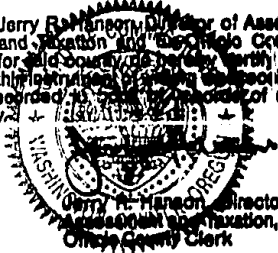
process described in Paragraph 8 above. The amount of late charges for unpaid fees and recovering costs associated with collecting delinquent fees will also be determined by the "authority to initiate action" process described in Paragraph 8 above.

10. Each member is entitled to construct a dwelling on his/her lot. The dwelling, if single story, must contain, excluding basement, a minimum of 2000 square feet living area; if multi-level or more than one story, a minimum of 2500 square feet.
11. All dwellings, including the wall and septic field, if any, must have Federal Housing Administration (FHA) appraisal of not less than two hundred thousand dollars (\$200,000), as of the 15 day of May, 2011. The member shall provide to the association, before construction begins, documentation certifying valuation of the dwelling to be constructed.
12. On January 1, 2012, and each year thereafter, the minimum value of any dwelling to be constructed shall be adjusted by multiplying the minimum valuation of the immediately preceding year by the consumer price index (CPI), as applicable to construction (which CPI shall not be less than the U.S. Government's composite inflation figure for the same period) for the immediately preceding year. The resulting amount, plus the valuation for the immediately preceding year, shall be the minimum value of any dwelling to be constructed.
13. All building exteriors must be finished within one and one half years after commencing construction.
14. No more than ten percent of any lot may be clear-cut in any one year, not including those trees cut for the house and roadway. Any clear-cut area must be replanted before any other portion of the lot is clear cut.
15. No old, already built, existing or moved buildings, no modular homes, and no mobile homes may be moved into the lots for permanent residence or storage. No buildings, permanent or temporary, may be located within 40 feet of the front property line or 25 feet from the side property lines or the back property lines. All buildings not attached to the dwelling must maintain a 75 foot setback from the front line and a 50 foot setback from all other property lines.
16. Damage to, or use of, other lots in Forest Park, by builders constructing homes on any lots, will be assessed to the owner of the lot on whose behalf construction is being done. Damage to the road as a result of activities involving a specific member or members of the association will be billed to that member. These amounts are over and above any other assessments.
17. Unless approved by a majority vote of the association, no permanent signs are permitted that are visible, from the road, to members on adjacent lots. However,

each member is entitled one sign totaling no more than 500 square inches announcing name, address, and/or lot description.

18. Tractors, machinery, building materials, unused vehicles and refuse materials may not be stored in such a way that they are visible from the road. Even if the stored items are not visible from the road, the stored items may not be visible to members on adjacent lots without the written approval of members on adjacent lots. This approval may be withdrawn at any time by written notice to the member storing the equipment.
19. No vehicles with a noise level over seventy decibels may be operated in Forest Park by members or their families.
20. Animals may be maintained but (with the exception of dogs, cats, and horses) they must be housed and restricted to a portion of the property not visible from the road to members on adjacent lots without their approval. Members may withdraw their approval at any time by written notice to the member or person keeping the animal. Animals must be restricted to the property unless accompanied by their owners.
21. No business, which that can be observed from the road or by members on adjacent lots, may be conducted in Forest Park by members without the majority vote of approval of the members. No noxious or offensive trade shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
22. Regardless of any waivers of, or violations of these articles or covenants and restrictions heretofore in effect, there shall be no more waivers or violations allowed or permitted, and failure to enforce these articles shall not be deemed, for any future instance, a waiver of these articles, or any of them.
23. Articles mean these articles and all covenants and restrictions heretofore in effect except those, which are amended or altered by these articles.
24. To the extent federal, state or local regulations, by law invalidate any matter hereunder, or impose a lesser standard or restriction, these articles are amended or altered accordingly; however, no federal, state or local regulations shall alter or amend these articles unless said regulations shall be superior to these articles; it is the intention of the association that these articles be supreme to the extent of their constitutionality.
25. No member or heir of any member shall grant, convey, or devise any easement or concession, or sell any property, which would result in an increase of traffic on Forest Park Road without prior written approval of a majority of the members.

I, Jerry R. Hanson, Director of Assessment and Taxation and the County Clerk for said County do hereby certify that the within instrument has been received and recorded in the records of said county.



**TITLE**

**REVISED PARAGRAPHS TO COVENANTS AND RESTRICTIONS OF FOREST PARK LANDOWNERS ASSOCIATION**

PREVIOUSLY RECORDED ON PAGES 331, 332, AND 333 OF WASHINGTON COUNTY BOOK NUMBER 1182

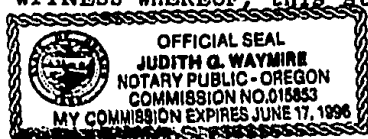
RETURN MAIL ADDRESS: RONALD M. DUZY  
18355 SW FOREST PARK ROAD  
HILLSBORO, OR 97123

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- 3. There shall be no officers of the Forest Park Landowner's Association. Business of the Association shall be conducted by the members, acting collectively, for the good of the Association.
- 4. The members, acting collectively, are authorized and charged with the duty of collecting sums from the members as these are due, and enforcing the restrictions, conditions, covenants, and agreements (hereafter "articles") described herein. The members, acting collectively, are further charged with the duty of maintaining the fifty-foot wide roadway in such a state of repair as is agreeable to a two thirds majority.
- 5. Members will, on a voluntary and ad hoc basis, assume tasks related to the business of the Association such as collecting fees, depositing/withdrawing funds, writing letters, obtaining road repair estimates, etc.
- 8. Any member has authority to initiate action on matters pertaining to the Association, including enforcement of these articles. In this regard, a member wishing to initiate action shall call a meeting of members to discuss and decide the matter in question. The member who wishes to initiate action shall advise all members, in writing, of the date, time, place and issue(s) to be discussed. Such notice shall be accomplished in a reasonable manner with an attempt to achieve maximum attendance by members. At such meeting, following appropriate discussion of the issue(s), decisions will be made by a majority vote of the members present, except decisions on those matters requiring determination to be made in accordance with other criteria as defined elsewhere in this document (example: amending or altering these articles requiring a two thirds majority to pass).
- 9. Periodically, members shall be assessed fees needed to carry out the business of the Association, including maintenance of the road. The purpose for and amount of fees to be assessed shall be determined by the "authority to initiate action" process described in paragraph 8 above. The amount of late charges for unpaid fees and recovering costs associated with collecting delinquent fees will also be determined by the "authority to initiate action" process described in paragraph 8 above.

On September 12, 1995 members of the Forest Park Landowner's Association were polled by certified mail regarding the above proposed changes to the Covenants and Restrictions of Forest Park Landowner's Association on Page 332 of Washington County Book 1182. The election was conducted in accordance with Item 7 of the aforementioned Covenants and Restrictions. The results of the election were that all changes passed by a unanimous vote.

IN WITNESS WHEREOF, this statement is made this 20 day of October, 1995.



Ronald M. Duzy  
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Ronald M. Duzy

STATE OF OREGON )

County of Washington ) ss.

On this 20th day of October, 1995, personally appeared the above named Ronald M. Duzy, acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 20th day of October, 1995.

J. G. Waymire  
Notary Public for Oregon  
My Commission expires: 6/17/96