



RECORDS OF TITLE

Harper Houf Peterson Righellis Inc.
Attn: John Campbell
205 SE Spokane Street, Suite 200
Portland, OR 97202

Date prepared: May 20, 2015

Order No. : 5507000425
Fee: : \$300.00

THIS REPORT IS NOT A PRELIMINARY TITLE REPORT. NEITHER A TITLE INSURANCE POLICY NOR A COMMITMENT TO ISSUE SUCH A POLICY IS OFFERED.

The information contained in this report provided by Old Republic Title Company of Oregon (the Company) is based on title records maintained by the Company which pertain to the property that is the subject of this Report. The records are searched only to the extent necessary to list the matters contained herein. There is no responsibility or liability of the Company for any loss arising directly or indirectly from the information contained in this Report.

OWNERSHIP AND PROPERTY DESCRIPTION

1. The last deed of record vests apparent owner as:

City of Sherwood, Oregon, a municipal corporation

2. The described property is:

Tracts MM and NN, WOODHAVEN NO. 8, in the City of Sherwood, County of Washington and State of Oregon.

ENCUMBRANCES

The following matters appearing of record were found for the above described property or named party/parties as of May 6, 2015:

1. Taxes, including current year, not assessed because of an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Exemption: Government Agency

Account No.: R2067594

Affects Tract MM

2. Taxes, including current year, not assessed because of an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Exemption: Government Agency

Account No.: R2067595

Affects Tract NN

3. Municipal liens, if any, imposed by the City of Sherwood. No search has been made.

4. The subject property lies within the boundaries of Clean Water Services and is subject to the levies and assessments thereof. No search has been made.

5. All covenants, conditions, restrictions, if any, disclosed by the recorded plat of Woodhaven No. 8.

6. No vehicular access to any lot to or from S.W. Sunset Boulevard without approval of the City of Sherwood.

7. Water Line Relocation Agreement, of which was,

Recorded: March 7, 1994

Recording No.: 94021953

8. Restrictive covenants to waive future rights of remonstrance against the formation of a local improvement district and any assessment thereof,

Recorded: December 21, 1994

Recording No.: 94112620

For: Street Improvement

9. Amended and Restated Declaration of Protective Covenants, conditions, restrictions, easements, and/or setbacks, imposed by instrument, including the terms and provisions thereof,

Recorded: January 14, 1999

Recording No.: 99004854

NOTE: This exception omits from said instrument any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 USC 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 USC 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Said covenants, conditions, restrictions, easements, and/or setbacks were amended by instrument,
Recorded: October 11, 1999
Recording No.: 99115412

Said covenants, conditions, restrictions, easements, and/or setbacks were amended by instrument,
Recorded: August 31, 2007
Recording No.: 2007-095971

10. Assessments, charges and liens of Woodhaven Homeowners' Association, Inc. by the declaration to create planned community or condominium, by applicable by laws and statutes, or by applicable covenants, conditions and restrictions.

The homeowners' or unit owners' association has recorded a statement of information for purposes of addressing title transfers, dues, special assessments and other information.
Recorded: April 20, 2006
Recording No.: 2006-046876

11. An easement disclosed by instrument,
Recorded June 2, 2000
Recording No.: 2000043657
In favor of: City of Sherwood, a Municipal Corporation
For: Sewer Line
Affects Tract NN

12. All covenants, conditions, restrictions as disclosed by Bargain and Sale Deed,
Recorded: June 16, 2000
Recording No.: 2000047961

LIENS AS A MATTER OF PUBLIC RECORD

For the above stated county and time period, and Effective Date stated above, with respect to the following named party or parties:

City of Sherwood

The Company reports that the following general involuntary monetary liens, such as judgments, federal tax liens, state warrants or orders and county tax warrants, may be unsatisfied:

No search has been made.

END OF REPORTED INFORMATION

There will be additional charges for supplemental reports, other services or copies. For questions or additional requests, contact:

Lorri Henry
Old Republic Title of Oregon
503.534.4968



OLD REPUBLIC TITLE COMPANY OF OREGON

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

1 SW Columbia Street, Suite 750 . Portland, OR . 97258 . (503) 534-4900 . FAX (503) 636-1015

PLEASE SEND ALL INQUIRIES AND CORRESPONDENCE TO ADDRESS SHOWN ABOVE

Harper Houf Peterson Righellis Inc.
205 SE Spokane St., Ste 200
Portland, OR 97202
John Campbell

Bill No. 1884913
Date May 20, 2015
Our No. 5507000425
Reference No. _____
Buyer/Seller _____
Property Sherwood, OR 97140

Customer Copy

Terms: Net due upon receipt

Total Amount Due \$ 300.00

Record Title Report

\$ 300.00



OLD REPUBLIC TITLE COMPANY OF OREGON

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

1 SW Columbia Street, Suite 750 . Portland, OR . 97258 . (503) 534-4900 . FAX (503) 636-1015

PLEASE SEND ALL INQUIRIES AND CORRESPONDENCE TO ADDRESS SHOWN ABOVE

Harper Houf Peterson Righellis Inc.
205 SE Spokane St., Ste 200
Portland, OR 97202
John Campbell

Bill No. 1884913
Date May 20, 2015
Our No. 5507000425
Reference No. _____
Buyer/Seller _____
Property Sherwood, OR 97140

Return This Copy With Payment

Terms: Net due upon receipt

Total Amount Due \$ 300.00

Record Title Report	\$	300.00
---------------------	----	--------

WOODHAVEN NO. 8

(BEING A REPLAT OF TRACT 'F', "WOODHAVEN")
SW1/4 AND SE1/4 SEC. 31, T.2S., R.1W., W.M.

PLAT BOOK 109 PAGE 19
RECORDED AS DOCUMENT NUMBER 97006595

SURVEYOR'S CERTIFICATE

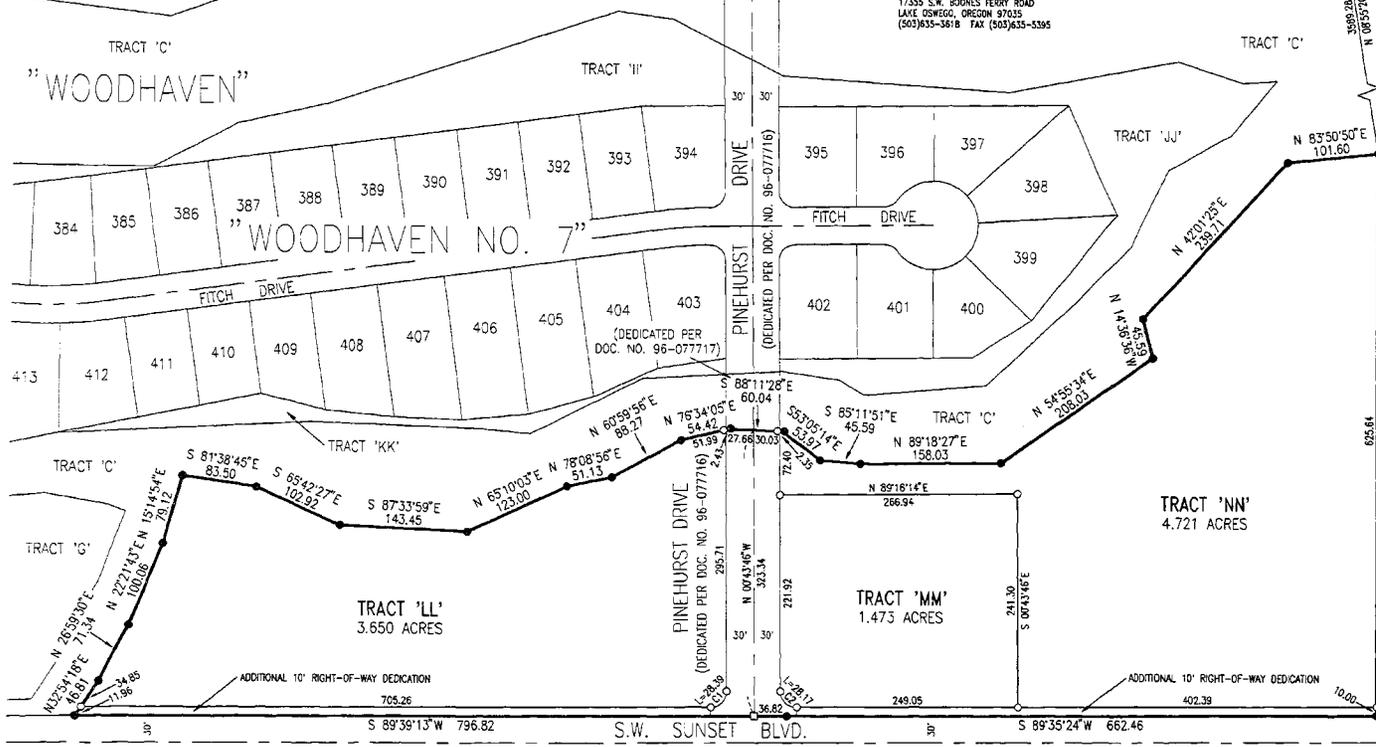
I, GARY E. PAUL, HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "WOODHAVEN NO. 8". THAT AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8-INCH IRON ROD WITH A YELLOW, PLASTIC CAP INSCRIBED "OTAK, INC.", SAID INITIAL POINT BEING THE NORTHEAST CORNER OF TRACT 'F', "WOODHAVEN", A DULY RECORDED PLAT IN WASHINGTON COUNTY. FROM SAID INITIAL POINT I RAN S.00°22'32"E. ALONG THE EAST WASHINGTON COUNTY. THENCE FROM SAID INITIAL POINT TO THE NORTH LINE OF S.W. SUNSET BLVD.; THENCE S.89°35'24"W. ALONG SAID NORTH LINE, 662.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S.89°39'13"W., 796.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 'F'; THENCE TRACING THE BOUNDARY OF SAID TRACT 'F' ALONG THE FOLLOWING COURSES: N.32°54'18"E., 46.81 FEET; N.26°59'30"E., 71.34 FEET; N.22°21'43"E., 100.06 FEET; N.15°14'54"E., 78.12 FEET; S.81°38'45"E., 83.50 FEET; S.65°42'27"E., 102.92 FEET; S.87°33'59"E., 143.45 FEET; N.65°10'03"E., 123.00 FEET; N.78°08'56"E., 51.13 FEET; N.60°59'56"E., 88.27 FEET; N.76°34'05"E., 54.42 FEET; S.88°11'28"E., 60.04 FEET; S.53°05'14"E., 53.97 FEET; S.85°11'51"E., 45.59 FEET; N.89°18'27"E., 158.03 FEET; N.84°55'34"E., 208.03 FEET; N.14°38'38"W., 45.59 FEET; N.42°01'25"E., 239.71 FEET; AND N.83°50'50"E., 101.60 FEET TO THE INITIAL POINT, EXCEPTING THAT CERTAIN ROAD DEDICATION DESCRIBED IN DOCUMENT NUMBER 96-077716, WASHINGTON COUNTY DEED RECORDS. CONTAINS 10.613 ACRES, MORE OR LESS.

Gary E. Paul
GARY E. PAUL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2698

INITIAL POINT
FOUND 5/8" IRON ROD
WITH YELLOW, PLASTIC CAP
INSCRIBED "OTAK, INC."
NORTHEAST CORNER TRACT 'F',
"WOODHAVEN"

NOTES

1. OUTBOUNDS SURVEY AND BASIS OF BEARINGS PER TRACT 'F', "WOODHAVEN".
2. AN EIGHT FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY CREATED WITHIN EACH TRACT IN THIS PLAT AND IT SHALL ABUT THE FULL LENGTH OF EACH TRACT'S FRONTAGE ALONG ANY PUBLIC STREET.
3. TRACTS 'LL', 'MM' AND 'NN' ARE TO BE OWNED AND MAINTAINED BY THE DECLARANTS TO THIS PLAT, THEIR SUCCESSORS OR ASSIGNS.
4. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF APPROVAL PER CASE FILE NO. 93-3, AND SUBDIVISION 96-4, CITY OF SHERWOOD.
5. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 94-112821 AND NO. 94067093 WASHINGTON COUNTY DEED RECORDS.



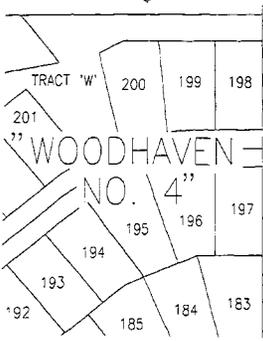
otak
surveyors
engineers
planners
17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)835-3618 FAX (503)635-5395

GEODETIC CONTROL MONUMENT
NO. 396 PER SURVEY NO. GC-14,
A 2" BRASS DISK IN A
MONUMENT BOX

- ### LEGEND
- DENOTES 5/8" x 30" IRON ROD WITH YELLOW, PLASTIC CAP INSCRIBED "OTAK, INC." SET.
 - DENOTES 5/8" x 30" IRON ROD WITH ALUMINUM CAP INSCRIBED "OTAK, INC." SET.
 - DENOTES 5/8" IRON ROD WITH YELLOW, PLASTIC CAP INSCRIBED "OTAK, INC." FOUND AS SET FOR TRACT 'F', "WOODHAVEN" PLAT.
 - DENOTES MONUMENT FOUND AS NOTED.
 - DOC. NO. DENOTES DOCUMENT NUMBER, WASHINGTON COUNTY DEED RECORDS

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BRG
1	90°22'59"	18.00	28.39	25.54	N 44°27'44"E
2	89°40'50"	18.00	28.17	25.38	S 45°34'11"E



TRACT 'H'
"WOODHAVEN"

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary E. Paul
OREGON
JANUARY 17, 1995
GARY E. PAUL
2698

RENEWAL 12/31/1998
THIS TRACING IS AN EXACT DUPLICATE OF THE ORIGINAL PLAT OF "WOODHAVEN NO. 8".
Gary E. Paul
P.L.S. NO. 2698

Title Data, Inc. OR POR14228 WN 1090019.001

WOODHAVEN NO. 8
 (BEING A REPLAT OF TRACT 'F', 'WOODHAVEN')
 SW1/4 AND SE1/4 SEC. 31, T.2S., R.1W., W.M.
 CITY OF SHERWOOD
 WASHINGTON COUNTY, OREGON
 SURVEYED JANUARY 10, 1997

PLAT BOOK 109 PAGE 20
 RECORDED AS DOCUMENT NUMBER 97006595

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT QUINKSTER GENERAL PARTNERSHIP, CONSISTING OF QUINCORP INVESTMENT GROUP (Q.I.G.), INC. AND GENSTAR LAND COMPANY NORTHWEST, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "WOODHAVEN NO. 8" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, ALL LOTS AND TRACTS BEING OF THE DIMENSIONS SHOWN AND ALL STREETS AND EASEMENTS OF THE WIDTHS THEREON SET FORTH, AND WE DO HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLIC WAYS ALL STREETS AS SHOWN ON SAID PLAT, AND WE DO HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED ON SAID PLAT.



QUINKSTER GENERAL PARTNERSHIP
 BY GENSTAR LAND COMPANY NORTHWEST, ITS GENERAL PARTNER

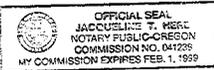
Doug Draper
 DOUG DRAPER, GENERAL MANAGER
 GENSTAR LAND COMPANY NORTHWEST

ACKNOWLEDGEMENT

STATE OF OREGON }
 COUNTY OF Washington } SS
 COUNTY OF Oregon }

THIS IS TO CERTIFY THAT ON THIS 6th DAY OF January, 1997, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DOUG DRAPER WHO BEING FIRST DULY SWORN DID SAY THAT HE IS THE GENERAL MANAGER OF GENSTAR LAND COMPANY NORTHWEST, NAMED IN AND DESCRIBED IN THE FOREGOING INSTRUMENT AND THIS, THE CERTIFICATE THERETO, AND HE DOES DECLARE THE ACT OF AFFIXING HIS SIGNATURE TO THE SAID INSTRUMENT TO BE THE FREE AND WILLFUL ACT AND DEED OF SAID PARTNERSHIP.

Jacqueline T. Huls
 NOTARY PUBLIC IN AND FOR
 SAID COUNTY AND STATE



APPROVALS

APPROVED THIS 16th DAY OF JANUARY, 1997
 CITY MANAGER
 CITY OF SHERWOOD

BY: Jan Barnett

APPROVED THIS 22 DAY OF Jan, 1997
 WASHINGTON COUNTY SURVEYOR

BY: R. Deane

APPROVED THIS 22ND DAY OF JANUARY, 1997
 DIRECTOR OF ASSESSMENT AND TAXATION
 (WASHINGTON COUNTY ASSESSOR)

BY: Paul A. Gaff

APPROVED THIS 21st DAY OF JANUARY, 1997
 WASHINGTON COUNTY BOARD OF COMMISSIONERS

BY: Kathryn Christy

BY: Doug Draper

BY: Kim Katsion

ATTEST THIS 22nd DAY OF January, 1997
 DIRECTOR OF ASSESSMENT AND TAXATION
 EX-OFFICIO COUNTY CLERK

BY: Susan M. Eakin DEPUTY



STATE OF OREGON }
 COUNTY OF WASHINGTON } SS

I DO HEREBY CERTIFY THAT THIS TRACING IS A COPY CERTIFIED TO ME, BY THE SURVEYOR OF THIS SUBDIVISION PLAT, TO BE A TRUE AND EXACT COPY OF THE ORIGINAL, AND THAT IT WAS RECORDED ON THE 22nd DAY OF JANUARY, 1997 AT 3:15 O'CLOCK P.M. AND RECORDED IN THE COUNTY CLERK'S RECORDS.

Susan M. Eakin
 DEPUTY COUNTY CLERK

STATE OF OREGON }
 COUNTY OF WASHINGTON } SS

I DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS RECEIVED FOR RECORD ON THIS 22nd DAY OF JANUARY, 1997 AT 3:15 O'CLOCK P.M. AND RECORDED IN THE COUNTY CLERK'S RECORDS.

BY: Susan M. Eakin
 DEPUTY COUNTY CLERK

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Gary E. Paul

OREGON
 JANUARY 17, 1986
 GARY E. PAUL
 2698

RENEWAL 12/31/1998

THIS TRACING IS AN EXACT DUPLICATE OF THE ORIGINAL PLAT OF "WOODHAVEN NO. 8"

Gary E. Paul
 P.L.S. NO. 2698

SHEET 2 OF 2



00940951200600468760010019

I, Jerry Henson, 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.

Jerry Henson

Jerry R. Henson, Director of Assessment and Taxation, Ex-Officio County Clerk



After recording return to:
Northwest Community Management Company
PO Box 23099
Tigard, Oregon 97281

Statement of Association Information
For
WOODHAVEN HOMEOWNERS' ASSOCIATION, INC.
(pursuant to ORS 94.667)

Name of Association: The name is Woodhaven Homeowners' Association, Inc.

Treasurer Information: The authorized representative to receive assessments for the Association is:
Northwest Community Management Company
A division of The Management Trust
PO Box 23099
Tigard, Oregon 97281-3099
(Tel) 503-670-8111

Property Subject to Assessment by the Association: Woodhaven Addition, Woodhaven No. 2, Woodhaven No. 3, Woodhaven No. 4, Woodhaven No. 5, Woodhaven No. 6, Woodhaven No. 7, Woodhaven No. 8, Woodhaven No. 9, Woodhaven No. 10, Woodhaven No. 11, Woodhaven No. 12, Woodhaven No. 13, Woodhaven No. 14, Woodhaven No. 15, Woodhaven No. 16, Woodhaven No. 17, Woodhaven No. 18, Woodhaven No. 19, and Woodhaven No. 20

Plat Records of Washington County, Document Nos. 96047386, 96006795, 96006829, 96017362, 96067092, 96110636, 97006586, 97006595, 97115583, 97115584, 98007152, 98015917, 98049819, 98115405, 98115406, 99029085, 99035173, 2000043489, 2001072260, and 2003044314

Documents Recorded in the Deed Records of Washington County, : Amended and Restated Declaration of Covenants, Conditions and Restrictions of Woodhaven, A Planned Community, recorded as Instrument No. 99004854.1.

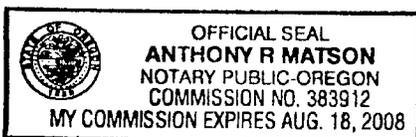
I, Marshall Fant, being first duly sworn, say that I am the Agent for Woodhaven Homeowners' Association, Inc., named in the forgoing instrument; that I have knowledge of the facts therein set forth; that all statements made in this instrument are true and correct as I verily believe.

Marshall Fant
Marshall Fant, Agent

SUBSCRIBED AND SWORN to before me this 13 day of April, 2006,

By Marshall Fant

Anthony R Matson
NOTARY PUBLIC FOR OREGON

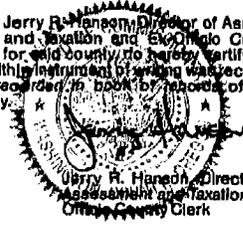


1-9906002W J.S.B.

After recording, return to:
Ball, Janik LLP
101 S.W. Main, Suite 1100
Portland, OR 97204
Attn: Christopher M. Walters

STATE OF OREGON }
County of Washington } 68

I, Jerry R. Hansen, Director of Assessment and Taxation and Ex-Ohio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book by records of said county.



Jerry R. Hansen, Director of Assessment and Taxation, Ex-Ohio County Clerk

Doc : 99004854.1
Rect: 224013 171.00
01/14/1999 10:34:14am

RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT.

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOODHAVEN

1-31

11/16/98 0160414.06

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	DEFINITIONS.....2
SECTION 2	PROPERTY SUBJECT TO THIS DECLARATION.....4
2.1	Initial Development4
2.2	Annexation of Additional Property.....4
2.3	Multifamily and Townhome Parcels.....4
SECTION 3	PROPERTY RIGHTS IN LOTS4
3.1	Use and Occupancy.....4
3.2	Easements Reserved.....4
SECTION 4	USE AND ARCHITECTURAL RESTRICTIONS5
4.1	Structures Permitted.....5
4.2	Residential Use5
4.3	Dwelling Size.....6
4.4	Construction of Improvements6
4.5	Landscaping.....6
4.6	Setback, Maximum Height and Minimum Yard Requirements7
4.7	Exterior Plans, Materials and Finish.....7
4.8	Offensive or Unlawful Activities.....7
4.9	Maintenance of Improvements.....7
4.10	Storage of Equipment8
4.11	Vehicles in Disrepair.....8
4.12	Signs.....8
4.13	Rubbish and Trash9
4.14	Fencing.....9
4.15	Temporary Structures.....9
4.16	Service Yards and Antennas10
4.17	Animals.....10
4.18	Grading10
4.19	Drainage Systems.....10
4.20	Restricted Parking.....10
SECTION 5	WOODHAVEN HOMEOWNERS' ASSOCIATION10
5.1	Formation and Authority.....10
5.2	Membership10
5.3	Duties and Powers of the Association11
5.4	Board of Directors.....12
5.5	Elections by Owners12
5.6	Terms of Directors13
5.7	Vacancies.....13

5.8	Meetings of the Board.....	14
5.9	Quorum.....	14
5.10	Proxies.....	14
5.11	Voting by the Board.....	15
5.12	Voting by Mail.....	15
5.13	Compensation of Directors.....	15
5.14	Insurance.....	15
5.15	Officers of the Association.....	15
5.16	Execution of Instruments.....	16
5.17	Indemnification.....	16
SECTION 6 ARCHITECTURAL CONTROL COMMITTEE.....		16
6.1	Architectural Review.....	16
6.2	Procedure.....	16
6.3	Committee Decision.....	17
6.4	Committee Discretion.....	17
6.5	Composition.....	17
6.6	Majority Action.....	17
6.7	Liability.....	17
6.8	Nonwaiver.....	18
6.9	Effective Period of Consent.....	18
SECTION 7 ASSESSMENTS.....		18
7.1	Annual Assessments.....	18
7.2	Commencement and Allocation Formula.....	18
7.3	Special Assessments.....	19
7.4	Records of Assessments.....	20
7.5	Enforcement.....	20
7.6	Personal Obligation.....	20
7.7	Subordination.....	21
SECTION 8 ENFORCEMENT.....		21
8.1	Use and Improvement Restrictions.....	21
8.2	Owner Enforcement Right.....	22
8.3	Enforcement of Lien.....	22
8.4	Interest, Expenses and Attorneys' Fees.....	22
8.5	Nonexclusiveness and Accumulation of Remedies.....	23
SECTION 9 MISCELLANEOUS PROVISIONS.....		23
9.1	Amendment and Repeal.....	23
9.2	Regulatory Amendments.....	23
9.3	Duration.....	24
9.4	Joint Owners.....	24
9.5	Lessees and Other Invitees.....	24
9.6	Nonwaiver.....	25

9.7 Severability25
9.8 Number25
9.9 Captions25
9.10 Notices and Other Documents25
9.11 Limitation of Duties and Liability of Declarant25
9.12 Time26
9.13 Effect26
9.14 Run with Land26

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOODHAVEN**

THIS AMENDED AND RESTATED DECLARATION is made this 7th day of December, 1998, by QUINKSTER GENERAL PARTNERSHIP ("Declarant").

Recitals:

A. Declarant has recorded a plat in the records of Washington County for the development of a community known as "Woodhaven." Declarant hopes to maintain in Woodhaven a carefully planned community which will create a desirable place to live.

B. Declarant recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for Woodhaven in the land records of Washington County, Oregon, under Fee No. 94112621 on December 21, 1994, which was amended by First Amendment recorded July 26, 1996 as document number 96067093, by Second Amendment recorded November 24, 1997 as Document Number 97110375.1, Washington County Records, by First Declaration of Annexation of Real Property recorded January 24, 1996 as Document Number 96006796, Washington County Records, and by Second Declaration of Annexation of Real Property recorded January 24, 1996, as Document No. 96006830, Washington County Records (collectively, the "Original Declaration").

C. Declarant has determined that it is in the mutual interests of all property owners at Woodhaven that the Original Declaration be amended and restated in its entirety for ease of reference and administration of the Declaration. Upon recording of this Amended and Restated Declaration (this "Declaration"), the Original Declaration will be superseded and will be of no further force or effect.

D. In accordance with Section 8.1 of the Original Declaration, Declarant owns at least 10% of the total number of Lots at the Property, and this Declaration has been approved in the manner required under the Original Declaration.

E. Declarant desires to subject the property described in the Plat to the easements, covenants, conditions, restrictions and charges set forth in this Declaration for the benefit of such property and its present and subsequent owners.

Declaration:

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration in its entirety as follows, and declares that the property described in the Plat shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

SECTION 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Architectural Control Committee" means the committee appointed pursuant to Section 6 hereof.

(a) "Association" means the Woodhaven Homeowners' Association, Inc., formed pursuant to Section 5 below.

1.2 "Board" means the Board of Directors of the Association, formed pursuant to Section 5 below.

1.3 "City" means the City of Sherwood, Oregon.

1.4 "Common Areas" means (i) The tracts of the Property shown as common areas or open space on the plats for the Property; and (ii) any additional parcels in the Property which are, from time to time, designated by Declarant (prior to the Turnover Date) or by the Board (after the Turnover Date) as common areas or open space of Woodhaven.

1.5 "County" means Washington County, Oregon.

1.6 "Declarant" means Quinkster General Partnership and its successors and assigns if such successor or assignee should acquire all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

1.7 "Design Guidelines" means Architectural Design Guidelines promulgated from time to time by the Board or the Architectural Control Committee.

1.8 "Director" means a member of the Board selected or elected in accordance with Section 5.

1.9 "Easements" means easements in, on and over the Property designated as such on the plat and in this Declaration of Protective Covenants which are reserved for a specific limited use or enjoyment.

1.10 "Improvement" means every structure or improvement of any kind, including but not limited to buildings, landscaping and any fence, wall, driveway, swimming pool, tennis court, light fixture, entry gate, storage shelter or other product of construction efforts on or in respect to the Property.

1.11 "Living Unit" means a building located upon a Lot and designated for separate residential occupancy.

1.12 "Lot" means (i) a platted or partitioned lot or tract within the Property, and (ii) any condominium unit at the Property that constitutes a Living Unit.

1.13 "Mortgage" means a mortgage, trust deed or contract of sale; "mortgagee" means a mortgagee, holder of a vendor's interest under a land sale contract, or a beneficiary of a trust deed; and "mortgagor" means a mortgagor holder of a vendee's interest under a land sale contract, or a grantor of a trust deed.

1.14 "Multifamily Parcel" shall mean any parcel at the Property which is zoned for multifamily housing (unless single family homes are constructed thereon) or upon which an apartment complex or condominium complex is constructed.

1.15 "Offsite Areas" shall mean (i) the landscaped areas along Sunset Boulevard owned by the City of Sherwood, including the Sunset Boulevard median, for the portion of Sunset Boulevard bordering the Property; (ii) the "Slope Easement Area" described in the Slope Easement recorded as Docket Number 98033430, Washington County Records (the "Slope Easement"), or (iii) any other property outside the boundaries of the property that the Association, from time to time, may agree to maintain.

1.16 "Owner" means the person or persons, including Declarant, owning any Lot (including the holder of a vendee's interest under a land sale contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract). The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination. In the event any Lot is further partitioned or subdivided, the Owner of each such subdivided parcel shall be an "Owner."

1.17 "Plat" means the plat of "Woodhaven" recorded in the plat records of Washington County, Oregon, as supplemented by replats thereof recorded from time to time.

1.18 "Property" means the property described in the Plat.

1.19 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.20 "This Declaration" means all of the easements, covenants, conditions, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended from time to time in accordance with the provisions hereof.

1.21 "Townhome Parcel" shall mean any parcel at the Property upon which a townhome or rowhouse project is constructed.

1.22 "Turnover Meeting" means the meeting of Declarant and the Owners called for the purpose of passing control of the Association from Declarant to the Owners, as described in Section 5.5 of this Declaration.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that all of the real property described in the Plat is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2 Annexation of Additional Property. Declarant may from time to time, and in its sole discretion, annex to WOODHAVEN any adjacent property now or thereafter acquired by it, and may also from time to time, and in its sole discretion, permit other holders of adjacent property to annex adjacent land owned by them to WOODHAVEN. The annexation of such property shall be accomplished by recording a declaration which shall be executed by or bear the approval of Declarant and shall describe the property to be annexed, shall establish any additional or different limitations, restrictions, covenants and conditions, and shall declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied or improved subject to these covenants. The property included by such annexation shall thereby become a part of the Property bound by these protective covenants. There is no limitation on the number of parcels of adjacent real property that Declarant may annex to the Property, except as may be established by applicable ordinances, agreements, or land use approvals.

2.3 Multifamily and Townhome Parcels. The Owners of any Multifamily Parcel or Townhome Parcel, respectively, may enact supplemental covenants, conditions and restrictions applicable to such parcels, which shall in any event be subject to and interpreted consistent with the provisions of this Declaration, and this Declaration shall take precedence in the event of a dispute or disagreement over such interpretation.

SECTION 3

PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the Plat, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot.

3.2 Easements Reserved. In addition to any utility and drainage easements shown on the Plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Board.

(a) Right of Entry. Declarant, the Board and their respective representatives may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of and/or Improvements on such Lot are then

in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or conversion or otherwise create any right of action in the Owner of such Lot.

(b) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the Plat. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Each Lot owner shall be responsible for removal of any fencing or vegetation in the easement area in the event a utility company makes such a request.

SECTION 4

USE AND ARCHITECTURAL RESTRICTIONS

4.1 Structures Permitted. Except to the extent expressly provided in this Declaration, no Improvements shall be erected or permitted to remain on any Lot except Improvements containing Living Units and Improvements normally accessory thereto, and (except for multiple units on the Multifamily Parcel or Townhome Parcel) only one Living Unit shall be permitted on any Lot. The foregoing provision shall not preclude construction of a private greenhouse, storage unit, tennis court, private swimming pool, structure for the storage of a boat and/or camping trailer for personal use, or other similar outbuilding, provided the Improvement is in conformance with the other provisions of this Declaration and applicable City and County regulations, agreements, or land use approvals, is compatible in design and decoration with the Living Unit constructed on such Lot, does not obstruct or infringe on the view from or privacy or solar access of any Living Unit located on another Lot, and (for so long as it exists) has been approved by the Architectural Control Committee. No manufactured home or mobile home shall be constructed or placed on any Lot under any circumstances. No basements shall be constructed under any Living Unit, except that the Architectural Control Committee may (but need not) permit such basements if they can be constructed such that sewerage lines, drainage lines, window wells, and other affected criteria are functional and accounted for to the satisfaction of the Architectural Control Committee.

4.2 Residential Use. Except as otherwise consented to by the Board, Lots shall only be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except with the consent of the Board, and as allowed by applicable City and County ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this Section 4.2 shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, including builders', Declarant's, or real estate agents' temporary sales offices or model homes, (b) the right of Declarant or any

5 9

11/16/98 0160414.06

contractor or homebuilder to construct Living Units on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration, and (c) the right of an Owner to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his Living Unit, in one-room offices which are not designated by exterior signs and do not create additional vehicle traffic.

4.3 Dwelling Size. The minimum living area of Living Units constructed at the Property shall be as stated in the Design Guidelines. The Board, upon application of any Owner, may waive and discharge any violation of this section which it finds to have been inadvertent.

4.4 Construction of Improvements. The construction of an Owner's Living Unit or any other building, including painting, all exterior finish, and hard surface driveways shall be completed within eight months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, these periods may be extended for a reasonable length of time upon written approval from the Board. The building area and streets shall be kept tidy, clean and in workmanlike order during the construction period. The Owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction. All construction activities shall be in conformance with construction rules that may be adopted from time to time by the Board or the Architectural Control Committee.

4.5 Landscaping.

(a) All front yard landscaping must be completed within six months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to extraordinary weather conditions, this period may be extended for a reasonable length of time upon written approval of the Board. Landscape completion shall also include provisions for adequate roof and surface water drainage to prevent unreasonable discharge onto adjoining Lots.

(b) Each Owner of a Lot bordering a local street (other than Sunset Boulevard) shall maintain, prune, and irrigate the street trees on their lot or in the public right-of-way, in accordance with good horticultural practice. Where irrigation is not installed within the planter strip in the public right-of-way, each bordering owner shall provide water on a regular basis, with specific concern during the summer months for the first two years from the date of installation of a street tree. No trees bordering such streets shall be removed unless the tree is dead or diseased, in which case the Owner of the Lot shall promptly remove and replace said tree with a tree of the same species and of at least two-inch caliper.

(c) Each Owner of a Lot shall install and maintain a grass strip in front of his house to the side property boundaries within the public right-of-way in accordance with good horticultural practice and so as to maintain a consistent appearance along the street. Grass shall be of the variety specified within the Design Guidelines. No lawn bordering the street shall be removed unless the lawn is dead or diseased, in which case the Owner of the Lot bordering such lawn shall promptly remove and replace the same, with lawn of the same variety.

6 10

11/16/98 0160414.06

(d) Each Owner of a Lot adjacent to Sunset Boulevard shall, at such Owner's expense, prune, irrigate, and maintain the hedge between such Owner's Lot and Sunset Boulevard in a good condition, in accordance with good horticultural practice, so as to maintain a consistent appearance of such hedge along Sunset Boulevard. Such hedges shall be pruned to a consistent height of approximately six feet, or such other height as may be required by the City.

(e) No tree with a caliper of five inches or more shall be felled or removed from any Lot without the prior consent of the Architectural Control Committee.

(f) For so long as Declarant remains an Owner of any portion of the Property, Declarant reserves the right and option to take possession and ownership of any tree with a caliper of ten inches or more on any Lot felled by or on behalf of any Owner, without any payment or compensation to such Owner. No Owner shall fell, remove or dispose of any tree with a caliper of ten inches or more without first obtaining a written waiver by Declarant of its rights under the previous sentence.

4.6 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to (a) the setback, maximum height and minimum side and rear yard requirements shown on the Plat or which are established by the City or other governmental entity with jurisdiction over each such Lot and (b) any land use review procedure established by the City or other governmental entity with jurisdiction over such Lot for review and approval of variance from such requirements. In addition, all Lots are subject to any setback, maximum height or minimum side and rear yard requirements as are established in this Declaration or from time to time by the Board or the Architectural Control Committee. No Improvement shall be constructed or maintained in violation of any setback, maximum height or minimum yard requirement, except with the written consent of the Board or the Architectural Control Committee and any applicable City and County approvals.

4.7 Exterior Plans, Materials and Finish. Exterior plans, materials and colors must be approved for use in advance by the Architectural Control Committee in accordance with the provisions of Section 6. The Board or the Architectural Control Committee shall have the right and authority to waive or enforce the provisions of the Design Guidelines.

4.8 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to any residents of the Property. No unlawful use shall be made of a Lot or any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Without limiting the generality of the foregoing, no heat pump, heating, ventilating, or air conditioning equipment, or other equipment, the operation of which produces noise at a level higher than 80 decibels, shall be allowed on or in any Lot or Living Unit, except equipment used for initial construction of a Living Unit.

4.9 Maintenance of Improvements. Each Owner shall maintain the Improvements located on that Owner's Lot in a clean and attractive condition, in good repair and in such fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation,

7 / /

11/16/98 0160414.06

painting and staining, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, surface water drainage, driveways, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this section include the area between the property line of any Lot and the nearest curb, including sidewalks and street trees. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.10 Storage of Equipment. Boats, trailers, truck-campers, motor homes, commercial vehicles and the like equipment shall not be parked or stored on any Lot or on public ways except that (subject to Section 4.20) such equipment owned by a resident Owner shall be allowed to be parked in the driveway servicing a Dwelling or on the public street adjacent thereto for a period not to exceed five (5) days in any thirty (30) day period, and except further that such equipment may be parked on that portion of the Lot not located between the street and the front setback line which (in the opinion of the Board) is adequately screened, which is specifically designed for such additional parking pad, and which has been approved by the Board.

4.11 Vehicles in Disrepair. No Owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot (except in an enclosed garage) for a period in excess of five (5) days. A vehicle shall be deemed in a "state of disrepair" when its presence reasonably offends the occupants of adjoining Lots.

4.12 Signs. No signs shall be erected or maintained on any Lot except the following signs:

(a) Political Signs. The temporary placement of political signs on any Lot by the Owner thereof not exceeding five square feet in size;

(b) Security System Signs. Security systems signs not exceeding one square foot in area and mounted on a wall, fence, or structure;

(c) For Sale Signs. One "for sale" sign, not exceeding five square feet in area, placed on a Lot on behalf of Declarant or the Owner of the Lot; or

(d) Street Address Signage. A sign on an address column identifying the street address of the Dwelling, consistent in appearance with identification signage of other Dwellings in the vicinity and at a location and in accordance with specifications approved by the Architectural Control Committee.

(e) Project Signage. Signage erected by or on behalf of Declarant in its sole discretion in connection with construction, development, and sale of Lots, including, without limitation, directional signs and signs identifying Lots.

4.13 Rubbish and Trash. No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other debris and waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

4.14 Fencing. As used herein, fencing shall mean any fence, barrier, hedge or wall. All fencing shall conform to the Design Guidelines.

(a) All wood fencing must conform to one of the options found in the Design Guidelines. Modifications or alternative styles may be permitted with approval from the Architectural Control Committee.

(b) Any fences adjacent to open space (as shown on the maps included in the Design Guidelines) at the rear property line shall use dark green vinyl coated chain link, as described in the Design Guidelines, and shall be 4 feet in height.

(c) As to lots adjacent to pedestrian accessways from streets to natural open space areas or other areas (as shown in the maps referenced in the Design Guidelines), fences, walls and hedges along pedestrian accessways shall be limited to three and one-half feet in height for solid fences, walls and hedges and six feet in height for chain link fencing. Solid fencing must be constructed of wood and conform to one of the options as shown in the Design Guidelines. Modifications or alternative styles for solid fencing and walls may be permitted with approval from the Architectural Control Committee. Chain link fence must be dark green vinyl coated as specified in the Design Guidelines.

(d) No fencing may extend past the front of the house or into any required street setback.

(e) All fencing shall conform to City of Sherwood regulations for fences in residential areas (currently Section 2.301.01 of City code). The City may have specific standards and conditions which may be more or less restrictive than those within the Design Guidelines. In either event, the more restrictive standard shall apply.

(f) Fences may be painted or stained, but only the interior side (the side facing the Owner's rear yard) may be painted or stained unless written approval of the color is obtained from the adjacent property owners. Without such approval, no paint color or stain may be visible from the exterior side of the fence. All paint or stain colors for fences on corners, pedestrian accessways, or open space lots shall be approved by the Architectural Control Committee prior to use.

(g) Where not otherwise specified above, fencing shall be of project-standard materials and composition, where required under the Design Guidelines.

4.15 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.16 Service Yards and Antennas. Service yards (for garbage, fuel tanks, clotheslines, and the like), exterior antennas and aerials, located on a Lot shall be completely screened such that the elements screened are not visible at any time from the ground floor level of any Living Unit located on any other Lot or from a public street. Satellite dishes 18" or less in diameter may be located on the rear wall of a house only. Other locations or satellite dishes in excess of 18" in diameter shall require the prior approval of the Architectural Control Committee.

4.17 Animals. No animals of any kind, including poultry or other farm animals, shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets, provided they are not raised or kept for commercial purposes and are not permitted to run loose.

4.18 Grading. An owner may grade or regrade a lot to raise or lower the lot above or below the grade elevation on the Declarant's lot grading plan, but shall not disturb the property pin and shall do so in accordance with Section 4.19.

4.19 Drainage Systems. No Owner shall allow excessive drainage onto an adjacent property and shall provide drainage as appropriate or required by the City to a public or private storm drainage system, street or other location acceptable to the City. Certain Lots within the Property are served by storm drainage easements to the rear of such Lots, as shown on the Plat ("Drainage Systems"). Each Owner whose Lot is served by a Drainage System shall maintain such Drainage System in good condition and shall keep such Drainage System reasonably free of foliage, mud, soil, and other obstructions, to avoid undue surface drainage flow over Lots downgrade from such Owner's Lot.

4.20 Restricted Parking. The City currently restricts street parking along the Lots shown on the Design Guidelines ("Restricted Parking Areas"). No Owner shall park or permit to be parked any vehicle within the Restricted Parking Areas. In the event the City eliminates or modifies any parking restrictions within the Restricted Parking Areas, the restrictions of this Section 4.20 automatically shall be relaxed or modified to conform with the new City requirements, and the Board or the Architectural Control Committee may modify the Design Guidelines accordingly.

SECTION 5

WOODHAVEN HOMEOWNERS' ASSOCIATION

5.1 Formation and Authority. The Association shall be formed by Declarant as an Oregon nonprofit corporation before the last Lot is conveyed to an Owner other than Declarant, and shall be known as Woodhaven Homeowners Association. Declarant shall adopt bylaws for the Association consistent with this Declaration. Nothing in this Declaration shall be construed to prohibit or restrict the formation of subassociations within Woodhaven, including, without limitation, neighborhood associations.

5.2 Membership. Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity, shall be a member of the Association. Each membership in the

Association shall be appurtenant to the Lot or other portion of the Property owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Lot or other portion of the Property and then only to the transferee of such title.

5.3 Duties and Powers of the Association. The Association shall have all requisite power, duty, and authority to perform its obligations under this Declaration and to enforce the provisions of this Declaration and to acquire and pay for, out of the common fund provided by assessments pursuant to Section 7 below, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with this Declaration. Without limiting the generality of the foregoing or the other provisions of this Declaration, the Association shall have the power, duty, and authority, subject to the other provisions of this Declaration, to undertake the following actions:

- (a) Determine the amounts necessary or appropriate for the performance by the Association of its powers and duties under this Declaration.
- (b) Impose and collect annual and special assessments from the Owners.
- (c) Maintain bank accounts on behalf of the Association and designate the signatories for those accounts.
- (d) File all required income tax returns.
- (e) Enforce by legal means the provisions of this Declaration.
- (f) Maintain and repair, to the standard determined by the Board, the Common Areas, any Offsite Areas which the Association may agree to maintain, and the Improvements thereon, and establish one or more reserve funds for such purposes. The Association may, at the discretion of the Board, determine not to maintain any portion of the Common Areas or the Offsite Areas, including, without limitation, portions of such areas which are to be maintained by public agencies, utility companies, or other third parties.
- (g) Promulgate, modify, and rescind rules and regulations governing the use of the Common Areas and all Improvements thereon, as well as the Property generally.
- (h) Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, the Common Areas, any Offsite Areas, and the Improvements thereon.
- (i) Compensate or reimburse for expenses the President, the Secretary, and members of the Architectural Control Committee, if any such compensation or reimbursement is established pursuant hereto.
- (j) Contract for such services (including, without limitation, legal and accounting services) as may be necessary or appropriate to manage the affairs of Woodhaven and the Association in accordance with this Declaration, whether the personnel performing such

services are employed directly by the Association or by a manager or management firm or agent retained by the Association.

(k) Negotiate and execute such agreements, contracts, deeds, leases, and other instruments affecting the Common Areas or Offsite Areas as the Board may determine to be appropriate in its sole discretion, including without limitation, agreements for the Association's maintenance of Offsite Areas. The Association has agreed to maintain the Slope Easement Area to the extent required under the Slope Easement. Notwithstanding the foregoing, except for conveyances or dedications of Common Areas to the City of Sherwood, the Common Areas shall not be mortgaged or conveyed without the consent of at least 2/3 of the Owners (excluding Declarant).

(l) Appoint such committees as the Board may determine from time to time to be appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority as the Board may deem appropriate, subject in all cases to the provisions of this Declaration.

5.4 Board of Directors.

(a) Generally. The Association shall act only through the Board or the Board's duly authorized agents.

(b) Composition. Until the earlier to occur of (a) six months following the conveyance of the last Lot owned by Declarant to a third party and (b) notification by Declarant to the Owners of Declarant's determination to relinquish control of the Board (the "Turnover Date"), the Board shall consist of between one and three persons (who need not be Owners) appointed from time to time by Declarant. Thereafter, the Board shall consist of five Owners elected by the Owners in accordance with Section 5.5. Prior to the Turnover Date, Declarant shall have the right to remove or replace any member of the Board at any time.

(c) Number of Directors After Turnover Meeting. From and after the Turnover Meeting, the Board shall be comprised of five Directors, all of whom shall be Owners. The same Owner may serve on both the Board and the Architectural Control Committee, if so elected.

5.5 Elections by Owners.

(a) Turnover Meeting. The first meeting of Owners to elect members of the Board shall occur not less than 30 days after the Turnover Date as described in Section 5.4 (the "Turnover Meeting"). At such meeting,

(i) the Owners shall elect five Directors to serve as the members of the Board.

(ii) The Directors selected by Declarant, the President, and the Secretary shall each resign, and the Owners shall elect Directors in accordance with Section 5.5; and

(iii) Declarant shall deliver to the new Board originals or copies of all of the Association's property in Declarant's possession, including, without limitation, all books and records, funds, tangible personal property, insurance policies, and contracts to which the Association is a party.

(b) Subsequent Meetings. Subsequent meetings of the Owners shall occur on an annual basis during the month in which the initial meeting of Owners occurred, unless another annual date is agreed upon by the Board. All meetings of Owners shall take place at a location in Washington County, Oregon specified in the notice.

(c) Proxies. Any Owner may give a proxy to any other Owner, so long as the proxy is in writing and signed by such Owner. A proxy shall expire on the earlier to occur of (i) 11 months after the date of the proxy or (ii) the date of sale of such Owner's Lot by such Owner. There shall be no quorum requirements with respect to meetings of the Owners. Each Owner shall have one vote for each Lot owned by such Owner. If there is more than one Owner of any Lot, such Owners shall together be considered a single Owner with respect to such Lot. Voting for members of the Board shall be conducted on an at-large basis.

(d) Majority Vote. From and after the Turnover Meeting, each Director shall be elected by majority vote of the Owners present, in person or by proxy, at a regular or special meeting of Owners called for such purpose. The election of Directors pursuant to this Section 5.5 shall take place at meetings of the Owners conducted pursuant to this Section 5.5.

(e) Notice of Meetings of Owners. The Secretary shall give written notice of any such meeting to each Owner entitled to vote at the meeting at least seven days prior to the date of the meeting. The notice shall state the purpose, time, and place of the meeting. All meetings of Owners shall take place at a location in Washington County, Oregon specified in the notice. The Secretary shall be required to notify an Owner of a meeting only if such Owner has previously given written notice to the Secretary setting forth such Owner's name and address. Notice of any meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given.

5.6 Terms of Directors. Subject to the provisions of this Section 5, Directors selected by Declarant pursuant to Section 5.4 shall serve at the pleasure of Declarant. Directors elected pursuant to Section 5.5 shall serve two-year terms. Any Director may serve more than one term.

5.7 Vacancies. In the event a Director dies, resigns, or ceases to be an Owner of a Lot, the resulting vacancy on the Board shall be filled by selection or vote of the remaining Directors. Any Director so selected or elected shall serve the remainder of the replaced Director's term.

5.8 Meetings of the Board.

(a) Prior to Turnover Meeting. Prior to the Turnover Meeting, the Board shall meet at such times and places as the Board deems appropriate.

(b) Initial Meeting After Turnover Meeting. The Board shall meet within 30 days after the Turnover Meeting and shall elect a President and a Secretary at such meeting.

(c) Annual Meetings. The Board shall meet annually during the last two weeks of October; provided, however, that if the Turnover Meeting occurs after September 1 in any given calendar year, the initial meeting described in Section 5.8(b) shall be the annual meeting of the Board for that calendar year. At each annual meeting, the Secretary/Treasurer shall present to the Board a report on the financial condition of the Association, and the Board shall determine a budget for the common expenses of the Association anticipated to be incurred during the following calendar year and for appropriate reserves.

(d) Special Meetings. Special meetings may be called at any time by any two Directors. Such meetings shall be scheduled by the Secretary/Treasurer within 15 days after the Secretary/Treasurer's receipt of written requests signed by any two Directors; provided that if the purpose of a special meeting is to elect a successor Secretary/Treasurer or to consider removal of the Secretary/Treasurer, the meeting also may be scheduled by the President or, if the meeting is for the purpose of electing a successor President or considering the removal of the President, by any Director.

(e) Place of Meetings. Meetings of the Board shall be held at such place as may be designated from time to time by the Board.

(f) Notice. The Secretary/Treasurer shall give written notice to each Director of each Board meeting at least ten but not more than 30 days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address as any Director may designate by written notice to the Secretary/Treasurer. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given.

5.9 Quorum. The presence, in person or by proxy, of a majority of the Directors shall constitute a quorum for voting at a Board meeting. When voting is by mail, a quorum shall be constituted if the number of votes cast equals at least 51 percent of the total votes entitled to be cast. The Board shall have the power to convene or adjourn a meeting even if less than a quorum is present.

5.10 Proxies. A Director may vote in person or by proxy. A proxy may be given to any other Director, so long as the proxy is in writing, signed by the Director giving the proxy, and filed with the Secretary/Treasurer. A proxy shall expire on the earlier of (i) the end of the Director's term; or (ii) eleven months after the date of the proxy.

5.11 Voting by the Board. Each Director shall have one vote. So long as a quorum is constituted, the vote of Directors together holding a majority of the total votes cast, whether the Directors voting are present in person or by proxy, and whether the vote takes place at a meeting or by mail, shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or This Declaration.

5.12 Voting by Mail. Voting of the Directors may be by mail. In any case in which voting by mail is necessary or desirable, the Secretary/Treasurer shall give written notice to all Directors, which notice shall (i) include a written resolution setting forth the proposed action, (ii) state that the Directors are entitled to vote by mail for or against such resolution, and (iii) specify a date not less than 25 days after the effective date of such notice by which all votes must be received at the principal office of the Association. Votes received after the date specified shall not be effective.

5.13 Compensation of Directors. No Director shall receive compensation from the Association for serving on the Board.

5.14 Insurance. The Board may purchase and maintain insurance on behalf of any Director against any liability incurred by such Director in such capacity, if such insurance is available at a cost and on terms which the Board determines to be reasonable.

5.15 Officers of the Association.

(a) Designation. The officers of the Association shall be the President and the Secretary/Treasurer, both of whom shall be elected by the Board. The same person may concurrently hold the offices of President and Secretary/Treasurer. The Board may designate such additional officers as it deems appropriate.

(b) Election. The officers of the Association shall be elected at the initial meeting of the Board and thereafter at the annual meeting of the Board and shall hold office at the pleasure of the Board and until their successors are elected. If any office becomes vacant, the Board shall elect a successor to fill the unexpired term.

(c) Removal. The Board may remove any officer, at any time, with or without cause.

(d) President. The President shall be a Director and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and, unless otherwise provided in this Declaration, shall have all of the general powers and duties normally incident to the office of the chief executive officer of an association.

(e) Secretary/Treasurer. The Secretary/Treasurer shall not be required to be a Director or an Owner. The Secretary/Treasurer shall keep the minutes of all proceedings of the Board and all other Association records and shall attend to the giving of all notices pursuant to this Declaration or required by law. The Secretary/Treasurer shall be responsible for the collection, deposit, and disbursement of Association funds and shall keep full and accurate

financial records and books of account showing all receipts and disbursements of the Association. The Secretary/Treasurer shall perform all other duties incident to the office of secretary of an association or as may be directed by the Board. The Secretary/Treasurer shall perform all of the foregoing duties at the expense of the Association.

(f) Compensation of Officers. Other than reimbursement for out-of-pocket expenses incurred on behalf of the Association, neither the President, the Secretary/Treasurer, nor any other officer of the Association shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by the Board.

5.16 Execution of Instruments. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by such individual(s) as may be designated from time to time by the Board.

5.17 Indemnification. Neither any Director nor any officer of the Association shall be liable to the Association or the Owners for any mistake of judgment, negligence, or otherwise, except for such Director's or officer's willful misconduct or bad faith. Each Director and officer shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon such Director or officer in such capacity; provided, however, that there shall be no indemnity if such Director or officer is adjudged to have committed willful misconduct or to have acted in bad faith in connection with the matter as to which indemnification is sought.

SECTION 6

ARCHITECTURAL CONTROL COMMITTEE

6.1 Architectural Review. No Improvement shall be commenced, erected, placed, altered or maintained on any Lot until the plans and specifications, including, without limitation, site plans, building plans (including elevations), grading plans and landscape plans, which plans shall include the proposed exterior lighting, and exterior color and/or exterior material samples, showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Control Committee. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.

6.2 Procedure. In all cases which require Architectural Control Committee approval or consent pursuant to this Declaration, the provisions of this Section 6 shall apply. The procedure and specific requirements for Architectural Control Committee approval or consent may be set forth in Design Guidelines adopted from time to time by the Architectural Control Committee or the Board. The Architectural Control Committee may charge a reasonable fee to cover the cost of processing an application for its approval, except that, until the Turnover Date described in Section 5.4, the Architectural Control Committee shall not impose such a fee for the first approval of initial construction of a Living Unit.

6.3 Committee Decision. The Architectural Control Committee shall use all reasonable efforts to render its decision on an application for approval of the design of an Improvement or any other proposal submitted to it for approval or consent within 15 working days after it has received a complete written application therefor. A complete application shall specify the approval or consent requested and be accompanied by all material reasonably required or desired by the Architectural Control Committee to make an informed decision on such application. If the Architectural Control Committee fails to render approval, conditional approval, or disapproval of such application within 30 working days after the Architectural Control Committee has received a complete application, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully satisfied. In addition, any suit regarding failure of an Owner to comply with the architectural review and approval provisions of this Section 6, or failure to construct an Improvement in accordance with plans approved by the Architectural Control Committee, must be commenced within one year after completion of construction of the Improvement, or such suit shall be barred and such Improvement shall be deemed to have been constructed in accordance with this Section 6. "Working days" shall mean weekdays when major banks are open for business.

6.4 Committee Discretion. The Architectural Control Committee may, at its sole discretion, withhold consent to any proposed Improvement if the Architectural Control Committee finds the proposed Improvement would be inappropriate for the particular Lot or incompatible with the design standards that the Architectural Control Committee intends for the Property. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within the Property, effect on the enjoyment of other Lots, disturbance of existing terrain and vegetation and any other factors which the Architectural Control Committee reasonably believes to be relevant, may be taken into account by the Architectural Control Committee in determining whether or not to approve or condition its approval of any proposed Improvement.

6.5 Composition. The Architectural Control Committee shall consist of between one and five persons (who need not be Owners), as determined by the Board from time to time, appointed, removed, and replaced by the Board. The members of the Architectural Control Committee shall be compensated by the Association in such amount, if any, as may be determined from time to time by the Board. Until such time as the Architectural Control Committee is established, the Board shall act as the Architectural Control Committee.

6.6 Majority Action. A majority of the members of the Architectural Control Committee shall have the power to act on behalf of the Architectural Control Committee, without the necessity of a meeting, provided that all members of the Architectural Control Committee have been delivered prior notice of the proposed action. The Architectural Control Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.7 Liability. Neither Declarant, the Architectural Control Committee nor any member thereof shall be liable to anyone submitting plans to them for approval, or to any Owner or occupant by reason of mistake in judgment, negligence or disapproval or failure to approve

plans. Every person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans, and every Owner by acquiring title to their Lot or interest therein agrees, that they will not bring any action or suit against Declarant, the Architectural Control Committee, or any member thereof, to recover damages of any nature. The Architectural Control Committee's review and approval or disapproval of plans and specifications shall not be relied upon by the applicant as an indication of sufficiency, structural soundness or in any other way, such review having been made solely to assure that the improvements contemplated would be aesthetically compatible with the existing and planned Living Units in WOODHAVEN. The scope of the Architectural Control Committee's review is not intended to include any review or analysis of structural, geophysical, engineering or other similar considerations, nor of any compliance with applicable building codes, rules, laws, and ordinances.

6.8 Nonwaiver. Consent by the Architectural Control Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.9 Effective Period of Consent. The Architectural Control Committee's consent to any proposed Improvement shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Architectural Control Committee.

SECTION 7

ASSESSMENTS

7.1 Annual Assessments. Subject to the requirements set forth in this Section 7, the Association shall have the authority to levy annual assessments to pay all expenses associated with the Association's performance of its powers, duties, and responsibilities under this Declaration, as well as to pay all property taxes, lighting, insurance, maintenance, and other expenses incurred with respect to the Common Areas, any Offsite Areas which the Association may agree to maintain, and the Improvements thereon. The amount of each annual assessment shall be determined in accordance with the budget approved at the Board's annual meeting. The Association shall bill each Owner for such Owner's Assessment Share of the assessments (determined in accordance with this Section 7) on an annual, quarterly, or monthly basis, as the Board may determine. Each Owner shall pay any such Assessment Share within 30 days after the date of billing.

7.2 Commencement and Allocation Formula. Except as otherwise provided in this Declaration, the annual assessment levied pursuant to Section 7.1 with respect to any calendar year shall be allocated equally to each Lot. Each such allocated assessment amount is referred to herein as an "Assessment Share."

(a) Commencement. Assessments shall commence to accrue on a Lot upon the earlier of the following: (i) on the first day of the sixth full calendar month following the closing of the Lot sale from the Declarant, or (ii) the date of closing of the first home sale to a

new Owner of the Lot by the builder. For example, if the Lot sale closed January 15, the date described in clause (i) would be August 1. "Closing" shall mean the date of recordation of the deed to the Lot, or, if the Lot is sold pursuant to a land sale contract, the date of recording of the contract or a memorandum thereof. For any assessment year in which a Lot becomes subject to assessment, the Assessment Share attributable to such Lot shall be prorated accordingly.

(b) Calculation. In determining the number of Lots at the Property among which to allocate annual and special assessments, and in calculating per-Lot assessments, the Board may use any method the Board deems reasonable, including estimation of the average number of Lots within the Property that the Board determines will be or become subject to assessment over the period to which the assessment is applicable. When all Lots within a Phase have become subject to assessment, the Board thereafter shall use the total number of Lots within such Phase in making such calculations.

(c) Special Allocation-Multifamily Residential Parcels. Except to the extent the Living Units on a Multifamily Parcel are converted to condominium units or individual Lots, Assessment Shares of each annual and special assessment shall be allocated to such Multifamily Parcel as follows, based on the number of non-converted Living Units: (i) prior to issuance of an occupancy permit for the residential structure on such parcel, one Assessment Share per four Living Units allowed on such parcel under applicable zoning ordinances, and (ii) following issuance of an occupancy permit for the residential structure on such parcel, one Assessment Share per four Living Units actually constructed on such Parcel.

(d) Special Allocation-Nonresidential Parcels. In the event that any Lot, with the permission of the Board, is developed for nonresidential purposes (a "Nonresidential Lot"), and except to the extent otherwise agreed in writing by the Board, Assessment Shares of each annual and special assessment shall be allocated to such Nonresidential Lot as follows: (i) for Tract A (as shown on the Plat), one Assessment Share per four Living Units allowed on such parcel under applicable zoning ordinances in effect at the time of sale of the Lot by Declarant, or (ii) for any other Nonresidential Lot, such Assessment Share (if any) as may be agreed upon between the Board and the Owner of such Lot prior to commencement of nonresidential construction upon such Lot. Assessments shall commence for such Nonresidential Lot six months after conveyance of the Lot by Declarant, or upon such later time as may be determined by the Board.

(e) Exemption or Extension. The Board may, by resolution, exempt from assessment any Lot, permanently or for any specified time period, may reduce the Assessment Share applicable to any Lot, permanently or for any specified time period, or may extend the time before any Lot becomes subject to assessment, as the Board deems equitable in its sole discretion.

7.3 Special Assessments. In addition to annual assessments pursuant to Section 7.1, the Association may levy special assessments to pay the cost of any construction, reconstruction, repair, or replacement of any Improvements of the Common Areas or for any other purpose deemed appropriate by the Board; provided, however, that any special assessment in excess of

\$500 per Lot shall be levied only upon the affirmative vote of at least 75 percent of the Directors, and 75 percent of the Eligible Voters present, in person or by proxy, at a meeting of the Owners called for such purpose. Special assessments shall be billed to the Owners at such time as the Board may determine. Special assessments shall be allocated among the Lots as provided in Section 7.2.

7.4 Records of Assessments. The Association shall maintain records of assessments, of any other income received by the Association, and of all disbursements made. The Board may at any time and from time to time require that an audit of the Association's records be performed at the expense of the Association. The results of any such audit may be presented at any meeting of the Board. Any Director may, at the Association's expense and at any reasonable time, copy any Association records reasonably necessary to the performance of such Director's duties. Any Owner shall have the right to inspect Association records at any reasonable time, after reasonable notice to the Secretary/Treasurer. Any Owner may copy Association records at such Owner's expense.

7.5 Enforcement. In the event that any Assessment Share is not paid within 30 days after the date of billing, the unpaid amount shall thereafter bear interest from the date first due until paid in full at a rate per annum equal to three percentage points per annum above the Prime Rate most recently reported in the "Money Rates" section of the *Wall Street Journal* or, if less, the maximum interest rate allowed under Oregon law. In addition to all other rights and remedies available by law or in equity or provided herein, the Association shall also be entitled (i) to impose a late charge with respect to any such unpaid amount equal to 30 percent thereof to reimburse the Association for its administrative and other expenses incurred as a result of the Owner's failure to pay the assessment or expense when due (and not as a penalty); and (ii) upon 15 days prior written notice to the Owner owing such assessment or expense, to impose a lien against such Owner's Lot in the amount of the assessment or expense, plus collection costs (including reasonable attorneys' fees), plus interest and late charges as provided in this Section 7.5. Any such lien shall also secure any additional amounts thereafter coming due from the Owner of the Lot in question. Subject to the provisions of Section 7.7, any such lien shall bind and run with the Lot in question until paid in full. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382, or their successor statutes, shall apply to the lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88, or their successor statutes. In any action to foreclose any such lien, any judgment rendered against the Owner of the Lot in question and in favor of the Association shall include such amount as the court may adjudge reasonable as attorneys' fees and costs and expenses reasonably incurred in the preparation for and the prosecution of such action, at trial and on any appeal, in addition to all other amounts provided by law.

7.6 Personal Obligation. Each assessment or charge levied pursuant to the provisions of this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment or charge is levied. The sale, transfer, or conveyance of a Lot shall neither release nor discharge the Owner thereof from such personal liability, nor shall such a sale, transfer, or conveyance extinguish any lien placed on such Lot.

7.7 **Subordination.** The lien for any assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. The sale or transfer of any Lot which is subject to a mortgage or trust deed pursuant to a decree of foreclosure thereunder or pursuant to a proceeding, deed or assignment in lieu of foreclosure shall extinguish the lien of an assessment, notice of which was recorded after the recording of the mortgage or trust deed. Any such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such subsequent assessments or charges. The Association shall execute such instrument as an Owner's lender may reasonably request to evidence the subordination set forth in this Section 7.7.

SECTION 8

ENFORCEMENT

8.1 **Use and Improvement Restrictions.** In the event any Owner shall (i) violate any provision of this Declaration, the Bylaws, or any rules or regulations adopted by the Community Association or (ii) construct, attempt to construct, or permit to be constructed on such Owner's Lot an Improvement, or remove or commence to remove any trees or vegetation contrary to the provisions of this Declaration, then the Association, acting through the Board, may notify the Owner in writing that the violations exist and that such Owner is responsible for them, and after affording the Owner reasonable notice and opportunity to be heard, the Association shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right (but not the obligation) to do any or all of the following:

- (a) suspend the Owner's voting rights for the period that the violations remain unabated, or for any period not to exceed 60 days for any infraction of its rules and regulations,
- (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be an assessment against the Owner's Lot,
- (c) bring suit or action against such Owner to enforce this Declaration, and/or
- (d) if the Association has notified the Owner of required remedial or abatement action and the Owner is unable or unwilling to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, enter the offending Lot (which entry shall not subject the members of the Association or Board or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be applied to defray the cost of such work, provided that no building shall be altered or demolished by the Association in the absence of judicial proceedings.

8.2 Owner Enforcement Right. Should any person violate or attempt to violate any of the provisions of this Declaration, any Owner may request in writing that the Board take action under Section 8.1 with respect to such violation, and, if the Board does not commence enforcement action under Section 8.1 regarding the violation within thirty (30) days following such notice, the Owner shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions, either to prevent the violation of such provision, to require the performance of such provision, or to recover damages sustained by reason of such violation. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Enforcement of Lien. If an assessment or other charge imposed under this Declaration is not paid within 30 days after the date of the assessment or charge, such assessment or charge shall become delinquent and shall bear interest from the date of the assessment or charge until paid at the rate set forth in Section 8.4. In addition, any or all of the following remedies may be exercised:

(a) Lien. The Association (but not any individual Owner) shall have a lien against each Lot for any assessment levied against such Lot and any other charges imposed under this Declaration against the Owner of the Lot from the date on which the assessment or charge is due. The Declarant shall have a lien against any Lot whose Owner violated the provisions of Section 4.5 for the value of any trees removed in violation of such Section. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382 shall apply to the Association's and Declarant's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the assessment becomes due.

(b) Suit or Action. The Association or the enforcing Owner may bring an action to recover a money judgment for unpaid assessments and charges under this Declaration.

(c) Other Remedies. The Association or enforcing Owner shall have any other remedy available to it by law or in equity.

8.4 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association or any Owner when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage points per annum above the Prime Rate most recently reported in the "Money Rates" section of the *Wall Street Journal* as of the due date therefor, but not to exceed any applicable lawful rate of interest under the laws of the State of Oregon. In addition, a late charge may be charged for each delinquent charge or assessment in an amount not to exceed 30% of such assessment. In the event the Association or an Owner shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Association. In the event the Association or any Owner shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-

defendant shall pay to the Association or such Owner all costs and expenses incurred in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees and expenses of litigation at trial and upon any appeal or petition for review thereof.

8.5 Nonexclusiveness and Accumulation of Remedies. An election to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law.

SECTION 9

MISCELLANEOUS PROVISIONS

9.1 Amendment and Repeal.

(a) This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed (i) by Declarant alone prior to the Turnover Meeting, or (ii), thereafter by the vote or written consent of not less than 60% of the Owners (together with the vote or written consent of Declarant, until the end of the sixth month following the conveyance of the last Lot owned by Declarant to a third party).

(b) Any such amendment or repeal shall become effective only upon recordation in the deed records of the County of a certificate of a member of the Board (and of Declarant, if applicable) setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

9.2 Regulatory Amendments.

(a) Notwithstanding the provisions of Section 9.1, until the conveyance of the last Lot owned by Declarant to a third party, Declarant shall have the right to amend this Declaration in order to comply with the requirements relating to the development of single-family structures of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a single-family residential development or lots in a single-family residential development.

(b) The annexation of additional property, mergers and consolidations of the Association, mortgaging of Common Areas, amendment of this Declaration, and dissolution and

amendment of the Articles of Incorporation or Bylaws of the Association, will require the prior approval of the United States Department of Housing and Urban Development ("HUD") if made prior to the Turnover Date.

(c) If HUD does not give written notice of disapproval to Declarant of any document as described in Section 9.2(b) within 30 days following submission of the document at issue to HUD, HUD approval will be deemed given. Declarant may include in any such document a statement that HUD approval has been given or deemed given, which may be relied upon for such purpose.

(d) In the event any document described in Section 9.2(b) above is executed without approval or deemed approval of HUD, HUD's remedy shall be to, at its election, withdraw its certification of the Property as eligible for further FHA/VA financing. Such removal of certification shall not, however, affect any FHA/VA financing previously in place, nor any mortgage or trust deed recorded prior to such decertification.

9.3 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of 20 years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and to the Owners thereof for successive additional periods of ten years each. The continuation from the initial or any additional period into the next following period shall be automatic and shall not require any notice, consent or other action whatsoever; provided, however, that this Declaration may be repealed at any time pursuant to Section 9.1.

9.4 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

9.5 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

9.6 Nonwaiver. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

9.7 Severability. Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

9.8 Number. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires.

9.9 Captions. All captions used in this Declaration are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

9.10 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the date of delivery when delivered by personal service or facsimile transmission, or three business days after delivery to the United States mails, certified or registered mail, return receipt requested, addressed to the party to which such notice is directed at its address determined as provided in this Section 9.10. A minimum of 30 days advance written notice shall be given as to any matter requiring a vote of the Owners.

(a) Addresses. All notices and other communications under this Declaration shall be given to the parties hereto at the following addresses:

(i) If to an Owner, then to the last address for such Owner shown in the Association's records.

(ii) If to Declarant, then to:

Quinkster General Partnership
c/o Genstar Land Company Northwest
11515 SW Durham Road, # E-9
Tigard, Oregon 97224

(b) Change of Address. Any party hereto may change the address to which notices shall be directed by giving ten days' written notice of such change delivered as provided herein.

9.11 Limitation of Duties and Liability of Declarant. Neither Declarant nor the Association, the Board, or the Architectural Control Committee shall have any duty to enforce any provision of this Declaration. Neither Declarant nor any officer, director or employee thereof shall be liable to any Owner on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accord with actual knowledge possessed by it, acted in good faith.

9.12 Time. Time is of the essence of each and every provision of this Declaration.

9.13 Effect. This Declaration supersedes the Original Declaration in its entirety, and the Original Declaration is hereby terminated and of no further force or effect.

9.14 Run with Land. This Declaration and the covenants, reservations and charges described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration as of the date first set forth above.

DECLARANT: QUINKSTER GENERAL PARTNERSHIP

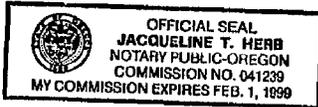
By: Genstar Land Company Northwest
Its General Partner

By Philip Nachbar
Its Development Manager

By [Signature]
Its General Manager

State of Oregon)
) ss.
County of Washington

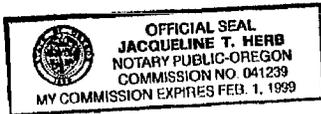
The foregoing instrument was acknowledged before me on this 7th day of December, 1998 by Philip Nachbar, Development Manager of Genstar Land Company Northwest, general partner of Quinkster General Partnership, on behalf of the partnership.



Jacqueline T. Herr
Notary Public for Oregon
My Commission Expires: 2-1-99

State of Oregon)
) ss.
County of Washington

The foregoing instrument was acknowledged before me on this 7th day of December, 1998 by Doug Draper, General Manager of Genstar Land Company Northwest, general partner of Quinkster General Partnership, on behalf of the partnership.



Jacqueline T. Herr
Notary Public for Oregon
My Commission Expires: 2-1-99

2/10/94

98-1
 CTIC 107000

After Recording Return To:
 Inkster Boulevard Corporation
 2555 East Chapman Avenue
 Suite 620
 Fullerton, CA 92631
 Attn: Gary Harrison

WATER LINE RELOCATION AGREEMENT

THIS WATER LINE RELOCATION AGREEMENT ("Agreement") is made as of the ~~14~~ day of ~~February~~, 1994, between the City of Sherwood, Oregon, a municipal corporation ("City"), Quincorp Investment Group (Q.I.G.), Inc., an Oregon corporation ("Quincorp"), and Milford Kenneth Hosler and Marian June Hosler (collectively, "Hosler") with reference to the following facts:

A. Quincorp is the owner of the real property ("Quincorp Property") described in Exhibit A.

B. Hosler is the owner of the real property ("Hosler Property") described in Exhibit B.

C. Quincorp's predecessor in interest to the Quincorp Property, Steeplechase Development Co., a joint venture ("Steeplechase"), and Hosler entered into an Easement Agreement dated May 1, 1990 and recorded May 2, 1990 at Recorder's Fee No. 90-21731 in Washington County, Oregon ("Hosler Agreement"), in which Steeplechase granted to Hosler, for the benefit of the Hosler Property, a non-exclusive perpetual easement across that portion ("Existing Easement Area") of the Quincorp Property described in Exhibit C to the Hosler Agreement for the purpose of installing, maintaining, repairing and operating within the Existing Easement Area (1) an existing underground well ("Hosler Well"), and (2) all related pipes and fixtures and all necessary appurtenances (collectively, "Hosler Utilities"), in accordance with the Hosler Agreement. The Hosler Well includes a control panel and transformer which Quincorp is required to enclose within a structure ("Well Structure") in accordance with the requirements of paragraph 7 of the Amendment (as defined below in paragraph E).

D. The Quincorp Property is in the process of being developed for residential purposes. In connection with such development, Quincorp anticipates it will be necessary to relocate some or all of the Hosler Utilities to other portions of the Quincorp Property. Some of those portions are expected to include one or more public rights of way within the Quincorp

P:\DOCS\57317\001\5730110D.040

1-12

Property ("Rights of Way"). As used in this Agreement, (1) the term "Hosler Utilities" includes any pipes, fixtures and appurtenances substituted for existing pipes, fixtures and appurtenances in connection with a relocation of the Hosler Utilities and (2) the term "Rights of Way" includes public rights of way planned for development within the Quincorp Property and public rights of way which have been dedicated to and approved or accepted by the City.

E. Concurrently with the execution of this Agreement, Quincorp and Hosler have entered into an amendment to the Hosler Agreement ("Amendment") permitting Quincorp to relocate the Hosler Utilities to other portions of the Quincorp Property, including Rights of Way, provided the water pressure in the Hosler Utilities at the boundary of the Hosler Property after the relocation is not less than the lesser of (1) the water pressure in the Hosler Utilities at such boundary immediately prior to the relocation or (2) 70 psi ("Minimum Water Pressure").

F. Quincorp anticipates that the Hosler Well, as presently located, will be included within the Rights of Way. Hosler has consented to such inclusion under the terms of the Amendment.

G. Quincorp, Hosler and the City desire by this Agreement to set forth the terms and conditions upon which the City will permit Quincorp to relocate all or a portion of the Hosler Utilities to the Rights of Way, to permit the Hosler Well to remain located in the Rights of Way and to permit Hosler to use those portions of the Hosler Utilities and the Hosler Well which are located within the Rights of Way. The relocation of the Hosler Utilities which are not located within Rights of Way shall be governed by the terms of the Amendment. The City shall not have any rights or any obligations under the Amendment.

NOW, THEREFORE, based on the foregoing and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right to Relocate Hosler Utilities to Rights of Way. Quincorp shall have the right to relocate some or all of the Hosler Utilities to one or more Rights of Way, subject to the City's prior written approval of (a) the specifications for the Hosler Utilities and (b) the proposed location of the Hosler Utilities and necessary easements within the Rights of Way. The City's approval shall not be unreasonably withheld. At such time as Quincorp desires to relocate the Hosler Utilities to the Rights of Way, Quincorp shall submit to the City its request ("Approval Request") in writing for such relocation, together with plans showing in reasonable detail the proposed location of, and specifications for, the Hosler Utilities and necessary easements within the Rights of Way. The City shall have fifteen (15) days after Quincorp's submission of such an Approval Request to the City to approve or disapprove Quincorp's Approval Request in writing. The City may require that Quincorp obtain a permit

before commencing the relocation of any of the Hosler Utilities to Rights of Way. If the City disapproves of an Approval Request, the City shall advise Quincorp in writing of any changes required by the City to obtain the City's consent. Quincorp may submit an Approval Request as many times as it desires. If Quincorp has not received the City's approval of an Approval Request within fifteen (15) days after submission of the request to the City, the Approval Request shall be deemed approved by the City. The location of the easements within the Rights of Way approved or deemed approved by the City for the relocation of the Hosler Utilities pursuant to this paragraph 1 shall be referred to in this Agreement as the "Relocated Easement Areas".

2. Grant and Use of Easements.

(a) Relocated Easement Areas. Upon completion of the relocation of the Hosler Utilities, a non-exclusive perpetual easement over and across the Relocated Easement Areas shall be granted to Hosler, which Hosler shall accept, for the purpose of constructing, installing, maintaining, repairing and operating the Hosler Utilities installed within the Relocated Easement Areas. If the Rights of Way in which the Relocated Easement Areas are located have been dedicated to and accepted or approved for public use by the City, the City shall grant the easement. If the Rights of Way in which the Relocated Easement Areas are located have not been dedicated to and accepted or approved for public use by the City, Quincorp shall grant the easement and the City shall accept or approve the subsequent dedication of such Rights of Way subject to the easement. Quincorp shall have a license to enter upon and use on a temporary basis such property owned by the City, if any, as may be necessary for Quincorp to gain access to the Relocated Easement Areas to perform the relocation. Upon completion of the relocation, Hosler's use of the Hosler Utilities installed within Relocated Easement Areas shall be governed by the terms of this Agreement. Prior to completion, such use shall continue to be governed by the terms of the Hosler Agreement and the Amendment.

(b) Well Easement Area. Upon completion of the relocation of the Hosler Utilities, a non-exclusive perpetual easement ("New Well Easement") over the Right of Way in which the Hosler Well is located ("Well Right of Way") shall be granted to Hosler, which Hosler shall accept, for the purpose of constructing, installing, maintaining, repairing and operating the Hosler Well and any then appurtenant existing Hosler Utilities located in the Well Right of Way which have not been relocated pursuant to the terms of paragraph 1. If the Well Right of Way has been dedicated to and accepted or approved for public use by the City, the City shall grant the New Well Easement. If the Well Right of Way has not been dedicated to and accepted or approved for public use by the City, Quincorp shall grant the New Well Easement and the City shall accept or approve the subsequent dedication of the Well Right of Way subject to the New Well Easement. The boundaries of the New Well Easement shall

be determined by the City in its reasonable discretion, but shall be sufficient to permit Hosler to exercise its rights under this Agreement with respect to the New Well Easement. As used in this Agreement, the term "Well Easement Area" means the area of the Well Right of Way on which the New Well Easement is located. Hosler shall have the right under the New Well Easement, without charge, to draw such water from the Hosler Well as Hosler may desire. Hosler's right to the use and enjoyment of the New Well Easement shall not unreasonably be disturbed, except as otherwise provided in this Agreement. Hosler shall have the sole and exclusive right to take water from the Hosler Well. Upon the grant to Hosler of the New Well Easement, Hosler's use of the Hosler Well shall be governed by the terms of this Agreement. Prior to such grant, such use shall continue to be governed by the terms of the Hosler Agreement and the Amendment.

3. Rights of Way Excavations and Restorations.

(a) Excavations. Subject to the provisions of this Agreement, Hosler may make necessary excavations for the purpose of constructing, installing, maintaining, repairing and operating the Hosler Utilities within the Relocated Easement Areas and the Hosler Well within the Well Easement Area. Except in emergencies, prior to making an excavation in the traveled portion of any street, bridge or public place within the Relocated Easement Areas or the Well Easement Area, and, when required by the City, in any untraveled portion of any street, bridge or any public place within the Relocated Easement Areas or Well Easement Area, Hosler shall obtain from the City approval of the proposed excavation and of its location, which approval shall not be unreasonably withheld.

(b) Restorations. When any excavation is made by Hosler, Hosler shall promptly restore the affected portion of the street, bridge, or public place within the Relocated Easement Areas or the Well Easement Area, as the case may be, to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If Hosler fails to restore promptly the affected portion of the Relocated Easement Areas or the Well Easement Area to the same condition in which they were prior to the excavation, the City may make the restoration, and the cost of the restoration shall be paid by Hosler.

4. Location and Further Relocation of Hosler Utilities.

(a) Location. The Hosler Utilities shall be placed within the Relocated Easement Areas so that they do not interfere unreasonably with the use by the City, the public utilities and other lawful users of the Relocated Easement Areas, and in accordance with any specifications adopted by the City governing the location of facilities.

(b) Relocation. The City may require, in the public interest, the removal or relocation of the Hosler Utilities in the Relocated Easement Areas, and Hosler shall remove and relocate the Hosler Utilities within a reasonable time after receiving notice to do so from the City. The cost of such removal or relocation of the Hosler Utilities shall be paid by Quincorp until the first date to occur of (i) the date on which all or any portion of the Hosler Property is sold, leased, assigned, conveyed or otherwise transferred of record or beneficially to any person or entity or (ii) five years after the date of this Agreement and thereafter such cost shall be paid by the record owner or owners of the Hosler Property, but when such removal or relocation is required for the convenience or benefit of any person, governmental agency or instrumentality other than the City, Hosler shall be entitled to reimbursement for the reasonable cost of the removal or relocation from such person, agency or instrumentality.

5. Maintenance Responsibility.

(a) Hosler Utilities. Hosler shall at all times maintain any Hosler Utilities now or in the future located on the Relocated Easement Areas in a safe and workmanlike manner.

(b) Hosler Well. Hosler shall at all times maintain the Hosler Well (including the Well Structure) and any appurtenant Hosler Utilities located in the Well Easement Area in a safe and workmanlike manner.

(c) City Specifications. For the purpose of carrying out the provisions of this paragraph 5, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

6. Indemnification. Quincorp shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of Quincorp, its agents or employees, in exercising the rights and privileges of Quincorp under the terms of this Agreement. Hosler shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of Hosler, its agents or employees, in exercising the rights and privileges of Hosler and the easements granted to Hosler under the terms of this Agreement.

7. Minimum Water Pressure. Notwithstanding any provision in this Agreement to the contrary, neither the City nor Quincorp shall take any action or require any action to be taken in connection with the relocation of the Hosler Utilities that will result in a reduction of water pressure in the Hosler Utilities

at the boundary of the Hosler Property below the Minimum Water Pressure.

8. Miscellaneous.

(a) Construction. Headings in this Agreement are for convenience only and are not a part of this Agreement.

(b) Attorneys' Fees. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including without limitation reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action. Such fees include those incurred in connection with any aspect of any bankruptcy case or other insolvency proceeding, including, without limitation, all adversary proceedings, contested matters or other proceedings arising out of or related in any manner to any such case or proceeding.

(c) Entire Agreement. This Agreement and, as between Quincorp and Hosler, the Hosler Agreement and the Amendment contain the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all other prior agreements, understandings or negotiations concerning such subject matter. No addition or modification of any provision of this Agreement shall be effective unless set forth in writing and signed by all parties.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties to this Agreement and the successive owners of the Hosler Property and the Rights of Way in which Relocated Easement Areas and the Well Easement Area are located. Quincorp, without the consent of the City or Hosler, shall have the right to assign all or any portion of its rights, privileges, licenses and obligations under this Agreement to any successive owner or owners of the Quincorp Property; provided, however, in the case of a transfer of the Quincorp Property to a partnership in which Quincorp is a partner, Quincorp shall cause the partnership to assume quincorp's obligations under this Agreement which accrue after the date of the transfer. Hosler, without the consent of the City or Quincorp, shall have the right to assign all or any portion of its rights, privileges, licenses and obligations under this Agreement to any successive owner or owners of the Hosler Property.

(e) Further Assurances. The parties agree to execute all instruments and documents and to take all actions as reasonably may be required in order to consummate the transactions contemplated by this Agreement.

This Agreement has been executed as of the date first set forth above.

CITY:

CITY OF SHERWOOD, OREGON,
a municipal corporation

By *James H. [Signature]*
Its City Manager

QUINCORP:

QUINCORP INVESTMENT GROUP (Q.I.G.),
INC., an Oregon corporation

By *James [Signature]*
Its President

HOSLER:

Milford Kenneth Hosler
Milford Kenneth Hosler

Marian June Hosler
Marian June Hosler

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 23rd day of February, 1994 by James H. Raas, who is the City Manager of City of Sherwood, Oregon, a municipal corporation.



Polly Blankensaker
Notary Public for Oregon
My Commission Expires: 8-26-95

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 2nd day of February, 1994 by Junichi Yoshida, who is the President of Quincorp Investment Group (Q.I.G.), Inc., an Oregon corporation.



Victoria L. Sabine
Notary Public for Oregon
My Commission Expires: 8-15-97

STATE OF OREGON)
) ss.
County of Multnomah)

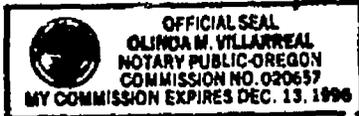
The foregoing instrument was acknowledged before me on this 4th day of March, 1994 by Milford Kenneth Hosler.



Linda M. Villarreal
Notary Public for Oregon
My Commission Expires: 12/13/96

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 4th day of March, 1994 by Marian June Hosler.



Linda M. Villarreal
Notary Public for Oregon
My Commission Expires: 12/13/96

P:\DOCS\57317\001\5720110D.0\0

- 8 -

8

Quincorp Property

PARCEL I

The following described property located in Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Northerly line of the Southeast one-quarter of Section 31 which bears South 89° 36' 32" West 506.72 feet from the East one-quarter corner of said Section 31; thence from the point of beginning and along the Northerly line of the Southeast one-quarter, South 89° 36' 32" West 152.41 feet; thence South 00° 18' 06" East 205.27 feet to the intersection of the Northerly line of the Southern Pacific Railroad Company right of way which is 30.00 feet from its center line; thence 289.95 feet along the arc of a 576.44 foot radius curve to the left through a central angle 28° 49' 11" (the long chord of which bears South 57° 14' 18" West 286.90 feet) to a point of taper, said taper being 30.00 feet Northerly of the center line of the rail which is described as being 2 3/4 tape and 120 feet long to the point of tangent; thence along the taper which is 30.00 foot offset Northerly from the rail center line, the long chord which bears South 39° 05' 53" West, 123.09 feet to a point of tangency which is 30.00 feet from the center line of said railway; thence South 36° 49' 45" West 50.80 feet; thence South 50° 51' 55" West 103.08 feet to a point which is 55.00 feet Westerly from the centerline of the said railway; thence South 22° 47' 35" West 103.08 feet to a point which is 30.00 feet Westerly from the center line of said railway; thence South 36° 49' 45" West 322.26 feet to the intersection of the East line of the Northwest one-quarter of Southeast one-quarter of said Section 31; thence along the said East line North 00° 21' 24" West 252.93 feet; thence South 69° 36' 32" West 662.75 feet to the North South division line of the said Northwest one-quarter of the Southeast one-quarter; thence along said North South division line, South 00° 23' 03" East 635.64 feet to the Northerly line of County Road No. 441 also named S.W. Wilsonville Road, said Northerly line being 30.00 feet Northerly of its center line; thence along the Northerly line of said S.W. Wilsonville Road, South 89° 36' 33" West 2,749.55 feet; thence North 00° 10' 26" East 178.73 feet; thence South 89° 33' 52" West 208.73 feet; thence South 00° 38' 25" West 43.24 feet; thence North 89° 43' 46" West 509.93 feet to the Easterly line of Old Highway 99W, being 40.00 feet East of its center line; thence along the Easterly line of Old Highway 99W, North 00° 11' 57" West 522.55 feet to a point of curvature; thence 1,037.09 feet along the arc of a 1,392.59 foot radius curve to the right through a central angle of 42° 40' 10" (the long chord of which bears North 21° 32' 03" East 1,013.29 feet; thence along a radial line South 47° 07' 52" East 20.00 feet; thence 67.60 feet along the arc of a 1,372.59 foot radius curve to the right through a central angle of 02° 49' 19" (the long chord of which bears North 44° 16' 48" East 67.60 feet) to a point; thence South 32° 40' 33" East 106.75 feet; thence South 61° 49' 52" East 165.00 feet; thence South 34° 09' 52" East 167.64 feet; thence South 50° 44' 52" East 73.29 feet to the intersection of the center East West division line of said Section 31; thence along the East West division line North 89° 36' 32" East 165.72 feet; thence North 23° 34' 08" East 857.67 feet; thence North 89° 20' 38" East 288.97 feet; thence North 00° 42' 00" West 135.19 feet; thence North 27° 32' 30" East 426.55 feet; thence North 00° 24' 03" West 153.12 feet; thence South 89° 54' 27" East 1,004.51 feet to the intersection of the East

Exhibit A

9

line of the Northwest one quarter of said section 31; thence along the said East line South 00° 24' 03" West 138.18 feet; thence North 89° 24' 03" East 861.10 feet; thence North 00° 34' 18" West 627.59 feet to the southerly line of said S.W. Mainecke Road, North 89° 04' 31" East 461.13 feet; thence South 00° 34' 18" East 630.12 feet; thence continuing South 00° 34' 18" East 896.40 feet; thence North 89° 36' 32" East 818.18 feet; thence South 00° 44' 29" East 412.00 feet to the point of beginning.

EXCEPTING THEREFROM beginning at a point 41 rods South of the quarter mile post on the East side of Section 36, Township 2 South, Range 2 West of the Willamette Meridian, in the County of Washington and State of Oregon; thence East 12 rods; thence South 10 rods; thence West 12 rods; thence North 10 rods to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land in the Southwest quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Beginning at an iron rod set South 00° 10' West 841.50 feet and South 89° 50' East, 40 feet from the West quarter corner of said Section 31; thence South 89° 50' East 224.20 feet; thence South 00° 10' West 309.89 feet; thence North 89° 46' West 224.20 feet; thence North 00° 10' East 309.59 feet to the point of beginning.

PARCEL II

The following parcel which is located in said Section 31 and beginning at the intersection of the Southerly line of SW Wilsonville Road (County Road No. 441) and the Westerly right of way of the Southern Pacific Railroad; thence along said westerly line of the Southern Pacific Railroad (which is 30.00 feet from its center line) South 36° 49' 45" West 980.08 feet to a point of taper; the center line of said taper being described as a 2 1/4 taper for a center line distance of 120.00 feet; thence long chord of the 30.00 foot offset of the Westerly line is South 38° 13' 41" West 118.04 feet to the intersections of a curve; thence 351.43 feet along the arc of the Northwesterly line of said right of way which has a radius of 904.62 feet through a central angle of 22° 15' 30" (the long chord of which bears South 51° 40' 13" West 349.22 feet) to the intersection of a taper which is offset 30.00 feet Northerly of the railroad center line; the center line of the taper being described as a 2 1/4 taper along a 120.00 foot taper to a point of tangency; thence long chord of said 30.00 foot offset taper is South 65° 06' 45" West 118.04 feet to a point of tangency; thence South 00° 35' 14" West 824.43 feet; thence North 89° 09' 04" West 392.79 feet to the intersection of the East line of the Town Plat of Middleton; thence along the East line of said Middleton, North 01° 32' 16" West 118.89 feet; thence along the Northerly line of said Middleton South 88° 27' 44" West 650.75 feet; thence North 01° 59' 47" West 481.74 feet to a point which is 10 feet South of the Northeast corner of that tract described in Deed to Paul O. Miller, et ux, by Deed recorded March 13, 1964 in Book 508, Page 323; thence South 89° 00' 53" East 86.18 feet to the Southeast corner of that tract described in Deed to Harvey W. Baker and Fred A. Anderson, recorded February 8, 1973 in Book 908, Page 658; thence along the Easterly line of said Baker/Anderson Tract, North 01° 59' 27" West 296.12 feet to the Southeast corner of that tract of land described in Deed to Steuplechase Development Company as Parcel II of Deed recorded August 28, 1990 as Fee No. 90-46420;

thence North $89^{\circ} 02' 33''$ West 264.79 feet to the Easterly line of County Road No. 176, also named S.W. Middleton Road; thence along the East line of said S.W. Middleton Road (which is 30.00 feet from the centerline) North $01^{\circ} 39' 27''$ West 563.35 feet to the intersection of the Southerly line of said S.W. Wilsonville Road; thence along the Southerly line of said S.W. Wilsonville Road, North $89^{\circ} 36' 33''$ East 1,493.70 feet; thence South $00^{\circ} 52' 27''$ East 387.40 feet; thence North $89^{\circ} 36' 33''$ East 417.40 feet; thence North $00^{\circ} 52' 27''$ West 387.40 feet to the Southerly line of said SW Wilsonville Road; thence along the said Southerly line North $89^{\circ} 36' 33''$ East 1,158.57 feet to the point of beginning.

Hosler Property

A parcel of land in the Northwest quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, and being limited thereto, described as follows:

Beginning at a stone bearing North 46°50' East 17.52 chains from the quarter section corner on the West boundary line of Section 31, Township 2 South, Range 1 West of the Willamette Meridian and running thence North 89°39' East on a line South of that tract described in Deed Book 124, page 582, 30.00 chains; thence South 29° East 12 chains to a stake set for the center quarter section corner of Section 31 aforesaid; thence South 89°39' West on the South line of the Northwest quarter of said Section 31, 30.49 chains; thence North 50°45' West 1.21 chains; thence North 30° 10' West 2.54 chains; thence North 61°50' West 2.51 chains; thence North 32°40' West 2.56 chains; thence North 46°50' East 8.42 chains to the place of beginning.

Excepting therefrom the following:

A tract of land located in the northwest $\frac{1}{4}$ of Section 31, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being more particularly described as follows:

Beginning at a 5/8-inch iron rod with a cap marked "Center Sec. 31" which is recognized as the center of said Section 31; thence along the east-west center of said section South 89°36'32" West 1,841.05 feet; thence North 23°34'08" East 857.67 feet; thence North 89°20'38" East 1,492.63 feet to the North-South centerline of said Section 31; thence along the said north-south line South 00°24'03" East 790.66 feet to the point of beginning, contains 30.11 acres.

STATE OF OREGON }
County of Washington } 88

I, Jerry B. Hanson, Director of Assessment and Taxation and Eschscholtz County Clerk for said county, do hereby certify that the within and foregoing was received and recorded in books by records of said county.

Jerry B. Hanson, Director of Assessment and Taxation, Eschscholtz County Clerk

P:\DOCS\57317001\4030222A.310

Exhibit B

94 MAR -7 PM 4:16

12

OCT 11 1999

20
56

After recording, return to:
Ball Janik LLP
One Main Place
101 SW Main Street, Suite 1100
Portland, OR 97204
Attn: Christopher M. Walters

STATE OF
County of Washington } 85
I, Jerry B. Hanson, Director of Assessment and Taxation and Excelsior County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.
Jerry B. Hanson, Director of Assessment and Taxation, Excelsior County Clerk
Doc : 99115412.1
Rect: 241598 31.00
10/11/1999 11:30:36am

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODHAVEN

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODHAVEN (this "Amendment") is made this 30th day of August, 1999, by QUINKSTER GENERAL PARTNERSHIP, a partnership ("Declarant").

Recitals:

- A. Declarant recorded that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Woodhaven in the land records of Washington County, Oregon, as Document Number 99004854.1 on January 14, 1999 (the "Declaration"). As used herein, the "Property" shall mean the real property encumbered by the Declaration. Capitalized terms not otherwise defined herein shall have the meanings given in the Declaration.
- B. Declarant has reached a settlement with the Sherwood School District No. 88 J ("District") for the conveyance to the District of the real property described on Exhibit A hereto (the "School Property"), in lieu of the District's taking of such property through condemnation, following institution of eminent domain proceedings by the District.
- C. Pursuant to Section 9.1(a)(1) of the Declaration, Declarant desires to amend the Declaration to remove the School Property from the Property encumbered by the Declaration.

NOW, THEREFORE, Declarant declares as follows:

- 1. School Property. The Property shall exclude the School Property for all purposes of the Declaration. The Declaration shall be of no further force or effect with respect to the School Property.
- 2. HUD Approval. Pursuant to Section 9.2 of the Declaration, approval of the United States Department of Housing and Urban Development to this Amendment has been given or deemed given.

1
14

0202270.01

State of Oregon)
) ss.
County of Washington

The foregoing instrument was acknowledged before me on this 30th day of August, 1999, by Jackie T. Harb, Project Manager of Genstar Land Company Northwest, general partner of Quinkster General Partnership, on behalf of the partnership.



Jennifer D. Elson
Notary Public for Oregon
My Commission Expires: March 12, 2003

02 11 13

EXHIBIT A

Legal Description

A tract of land in the Northeast one-quarter of Section 31, Township 2 South., Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being a portion of Tract "E", "Woodhaven", to wit:

Beginning at the intersection of the South right-of-way line of Meinecke Road, County Road No. 449, with the North-South centerline of the Northeast one-quarter of said Section 31, said point being the most Northerly Northeast corner of Tract "E", "Woodhaven", a duly recorded plat in Washington County; thence South 00°33'55" East, along the East line of said Tract "E" and said North-South centerline, 686.52 feet; thence leaving the East line of said Tract "E" and said North-South centerline, South 89°36'48" West, 94.00 feet; thence South 76°43'59"W., 40.02 feet to a point of non-tangent curvature; thence Southwesterly along the arc of a 50.00 foot radius curve left (the radius point of which bears South 12°52'23" West) through a central angle of 89°59'04", a distance of 78.53 feet (chord bears South 57°52'51" West, 70.70 feet) to the point of curve right of a 15.00 foot radius curve; thence along the arc of said curve right through a central angle of 76°39'27", a distance of 20.07 feet (chord bears South 51°13'02" West, 18.61 feet); thence South 89°32'46" West, 229.70 feet; thence North 00°27'14" West, 112.54 feet to the East-West centerline of the Northeast one-quarter of said Section 31; thence South 89°24'14" West along said East-West centerline, 23.78 feet to an angle point in the boundary of said Tract "E"; thence North 00°34'09" West along the West line of said Tract "E", 627.55 feet to the South right-of-way line of Meinecke Road, County Road No. 449, said road being 40.00 feet wide; thence North 89°04'43" East along said South right-of-way line, 132.10 feet; thence continuing along said South right-of-way line North 89°03'12" East., 329.12 feet to the Point of Beginning

Contains 7.56 acres, more or less.

4

0203882.01

Untitled

roperty: R2067594 2S131DB-01800 088.10 SHERWOOD, CITY OF (106103)
 WOODHAVEN NO.8, TRACT MM, ACRES 1.47, 22560 SW PINE ST
 NON-ASSESSABLE SHERWOOD, OR 97140

ID#	All	Batch: Inq -	Levied Tax	Tax Paid	Interest	Eff Date Paid: 06/15/2015	Amount Paid	Date Paid
1.	2003.234102	0	0.00	0.00			0.00	
2.	2004.281504	0	0.00	0.00			0.00	
3.	2005.286148	0	0.00	0.00			0.00	
4.	2006.291246	0	0.00	0.00			0.00	
5.	2007.295997	0	0.00	0.00			0.00	
6.	2008.299594	0	0.00	0.00			0.00	
7.	2009.300808	0	0.00	0.00			0.00	
8.	2010.300814	0	0.00	0.00			0.00	
9.	2011.301265	0	0.00	0.00			0.00	
10.	2012.302512	0	0.00	0.00			0.00	
11.	2013.302878	0	0.00	0.00			0.00	
12.	2014.304102	0	0.00	0.00			0.00	

*** No taxes are due on this property ***
 *** End of Display ***

Situs : , Year Built :
 Name(s) : SHERWOOD, OR Living Area:

Area : 088.10
 Sale Info : 09/17/99 \$347,084
 Deed Type : DBS
 Instrument : 2000047961
 2014 Tax Status * No Taxes Due *
 Current Levied Taxes : 0.00
 Special Assessments :

2014 Roll Values	
RMV Land	\$ 1,023,420 (+)
RMV Improvements	\$ 0 (+)
RMV Total	\$ 1,023,420 (=)
Total Exemptions	\$ 1,023,420
M5 Net Value	\$ 0
M50 Assd Value	\$ 0

Property ID: R2067594 (Real Estate) 2S131DB-01800

RMV Land Non-LSU :	1,023,420 (+)	Land Special Use	
RMV Improvement :	0 (+)	RMV :	0 SAV: 0
RMV Total Non-LSU:	1,023,420 (=)	LSU :	0 MSAV: 0

Measure 50	Ex ID	TaxYear	Code	Exception
Prev Assd Non-LSU:	0			
Prev Assd Adj :	0	2000-01	PCA9	\$0
Prev Adj Assd +3%:	0 (+)	1997-98	NEW	\$0

Measure 50 Exceptions

Exception RMV :	0			
Chg Prop Ratio :	Class: 9			
Exception MAV :	0 (+)	Veteran/Cancel :		0
MAV Non-LSU :	0 (=)	M50 Assd Value :		0

Property ID: R2067594 (Real Estate) 2S131DB-01800

RMV Land Non-LSU :	1,023,420 (+)	Land Special Use	
RMV Improvement :	0 (+)	RMV :	0 SAV: 0
RMV Total Non-LSU:	1,023,420 (=)	LSU :	0 MSAV: 0

Measure 50	Ex ID	TaxYear	Code	Exception
------------	-------	---------	------	-----------

	Untitled				
	0	-----	-----	-----	-----
Prev Assd Non-LSU:	0				
Prev Assd Adj :	0		2000-01 PCA9		\$0
Prev Adj Assd +3%:	0 (+)		1997-98 NEW		\$0

Measure 50 Exceptions

Exception RMV :	0				
Chg Prop Ratio :	Class: 9				
Exception MAV :	0 (+)		Veteran/Cancel	:	0
MAV Non-LSU :	0 (=)		M50 Assd Value	:	0

Untitled

Enter Option from Above or <RET> to Exit: ___

- - Property Account Summary (R2067594) - -
 Property: R2067594 2S131DB-01800 088.10 SHERWOOD, CITY OF (106103)
 WOODHAVEN NO.8, TRACT MM, ACRES 1.47, 22560 SW PINE ST
 NON-ASSESSABLE SHERWOOD, OR 97140

ID#	All	Batch: Inq -	Levied Tax	Tax Paid	Interest	Eff Date Paid: 06/15/2015	Amount Paid	Date Paid
1.	2003.234102	0	0.00	0.00			0.00	
2.	2004.281504	0	0.00	0.00			0.00	
3.	2005.286148	0	0.00	0.00			0.00	
4.	2006.291246	0	0.00	0.00			0.00	
5.	2007.295997	0	0.00	0.00			0.00	
6.	2008.299594	0	0.00	0.00			0.00	
7.	2009.300808	0	0.00	0.00			0.00	
8.	2010.300814	0	0.00	0.00			0.00	
9.	2011.301265	0	0.00	0.00			0.00	
10.	2012.302513	0	0.00	0.00			0.00	
11.	2013.302879	0	0.00	0.00			0.00	
12.	2014.304103	0	0.00	0.00			0.00	

Situs : , Year Built :
 Name(s) : SHERWOOD, OR Living Area:

Area : 088.10
 Sale Info : 09/17/99 \$347,084
 Deed Type : DBS
 Instrument : 2000047961
 2014 Tax Status * No Taxes Due *
 Current Levied Taxes : 0.00
 Special Assessments :

	2014 Roll Values	
RMV Land	\$ 1,275,000	(+)
RMV Improvements	\$ 0	(+)
RMV Total	\$ 1,275,000	(=)
Total Exemptions	\$ 1,275,000	
M5 Net Value	\$ 0	
M50 Assd Value	\$ 0	

Property ID: R2067595 (Real Estate) 2S131DB-01900

RMV Land Non-LSU :	1,275,000 (+)	Land Special Use	
RMV Improvement :	0 (+)	RMV :	0 SAV: 0
RMV Total Non-LSU:	1,275,000 (=)	LSU :	0 MSAV: 0

Measure 50	Ex ID	TaxYear	Code	Exception
Prev Assd Non-LSU:	0			
Prev Assd Adj :	0	2000-01	PCA9	\$0
Prev Adj Assd +3%:	0 (+)	1997-98	NEW	\$0

Measure 50 Exceptions

Exception RMV :	0		
Chg Prop Ratio :	Class: 9		
Exception MAV :	0 (+)	Veteran/Cancel :	0
MAV Non-LSU :	0 (=)	M50 Assd value :	0

STATE OF OREGON

County of Washington

I, Jerry E. [unclear] Clerk for the [unclear] County, do hereby certify that the within and recorded [unclear] county.



Doc : 94112620

Rect: 135451

12/21/1994 02:23:10PM

13.00

1-2

80
20
15

After recording, please return to:
Washington County Surveyor's Office
155 North First #350-15
Hillsboro, Oregon 97124

**RESTRICTIVE COVENANT WAIVING RIGHT
OF REMONSTRANCE FOR STREET IMPROVEMENT**

We the undersigned, being the legal owners of real property hereinafter described, do hereby consent to the improvement of the base facility of Middleton Road; pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement. In consideration of approval of land use action for PUD 93-3, and we hereby expressly waive any and all right to remonstrance against the formation of such local improvement district, by Washington County pursuant to Washington County ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement and the said assessment of such costs thereof against said property.

This consent, and waiver to remonstrate, shall expire twenty years from the date hereof but the undersigned owners or their heirs, successors or assigns shall renew this covenant and extend same for an additional twenty years upon request of Washington County.

The property subject to this consent and waiver of remonstrance is described as follows:

The Plat of WOODHAVEN, Records of Town Plats in Plat Book 94, Pages 27, 28, 29, 30, 31, 32, 33, 34, 35, City of Sherwood, County of Washington and State of Oregon.

It is hereby intended that this consent to, and waiver of right of remonstrance against, the said street improvements by Washington County pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement shall be binding on ourselves and all subsequent owners of the hereinabove described property and shall run with title to the said property, to the benefit of Washington County and may be removed only with the consent of Washington County. Upon annexation of any part of the above described property to a city, this waiver shall automatically be assigned to the city with full rights to enforce its terms.

Dated this 4 day of November, 1994

Quinkster General Partnership,
an Oregon general partnership

Quincorp Investment Group
(Q.I.G.), Inc., partner

By: Junki Yoshida
Junki Yoshida
President
Inkster Boulevard Corporation,
partner

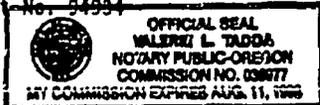
By: David Bantz
David Bantz

STATE OF OREGON)
County of ~~Washington~~)
MULTNOMAH

BE IT REMEMBERED that on this 4th day of November, 1994, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Junki Yoshida, who being duly sworn did say that he is the President of Quincorp Investment Group (Q.I.G.), Inc. and David Bantz, who being duly sworn did say that he is the Assistant Secretary for Inkster Boulevard Corporation, which are partners in Quinkster General Partnership, an Oregon general partnership, and that the execution of the foregoing instrument was done freely and voluntarily on behalf of the said partnership.

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

Restrictive Covenant
Project No. 54934
Jk



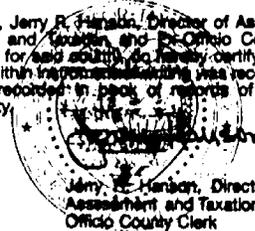
Valdez L. Talbot
Notary Public for Oregon
My Commission expires: 8-11-98

2

1 02 1

STATE OF OREGON }
County of Washington } SS

I, Jerry R. Harrison, Director of Assessment and Taxation, and Ex-Officio County Clerk for said county, do hereby certify that the within instrument was received and recorded in book of records of said county.



Jerry R. Harrison, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 2000043657
Rect: 255877 37.00
06/02/2000 10:43:38am

1-4

JUN 9 2 2000

28

EASEMENT FOR SEWER LINE

GRANTOR: Quikster General Partnership,
by Genstar Land Company Northwest, LLC,
its general partner

GRANTEE: City of Sherwood, a Municipal Corporation

For valuable non-monetary consideration received, Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns a right-of-way and easement over and across the following described real property situated in Washington County, Oregon:

EASEMENT DESCRIPTION:

See attached Exhibit A for legal description.

PURPOSE OF EASEMENT:

This permanent easement is granted for the purpose of installing, maintaining, and repairing a sewer line thereunder, and the easement herein granted shall include the right for the City and its authorized agents and assigns to go over, across and under said land for the purpose of installing maintaining and repairing said sewer line.

EASEMENT TERMS, CONDITIONS, AND LIMITATIONS:

Grantor covenants to and with Grantee that they will not in any manner interfere with or restrict, except as herein stated, Grantee's use of said easement.

This right-of-way and easement is granted with the understanding that any work done by the City of Sherwood pursuant hereto will be so done as to leave the premises herein described in a condition reasonably similar to the previous state thereof when any work is finished thereon.

TO HAVE AND TO HOLD THE HEREIN described right-of-way and easement unto the City of Sherwood, its successors and assigns, forever.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 31st DAY OF MAY, 2000.

2000bfo34

[Signature]
Printed Name
GENSTAR LAND COMPANY NORTHWEST LLC
Firm Name

DOUG DRAPER
Printed Name

State of Oregon)
County of Washington)

On this 31st day of May, 2000, before me
Jennifer D. Elson
the undersigned Notary Public, personally appeared
Doug Draper

personally known to me
 proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument as Vice President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



WITNESS my hand and official seal.
Jennifer D. Elson
Notary Signature - Commission Expires: March 2, 2003

Return to:
City of Sherwood, Recorder
Attention: Chris Wiley
20 NW Washington Street
Sherwood, OR 97140

**PUBLIC SEWER EASEMENT
WOODHAVEN NO. 8
DESCRIPTION
May 11, 2000**

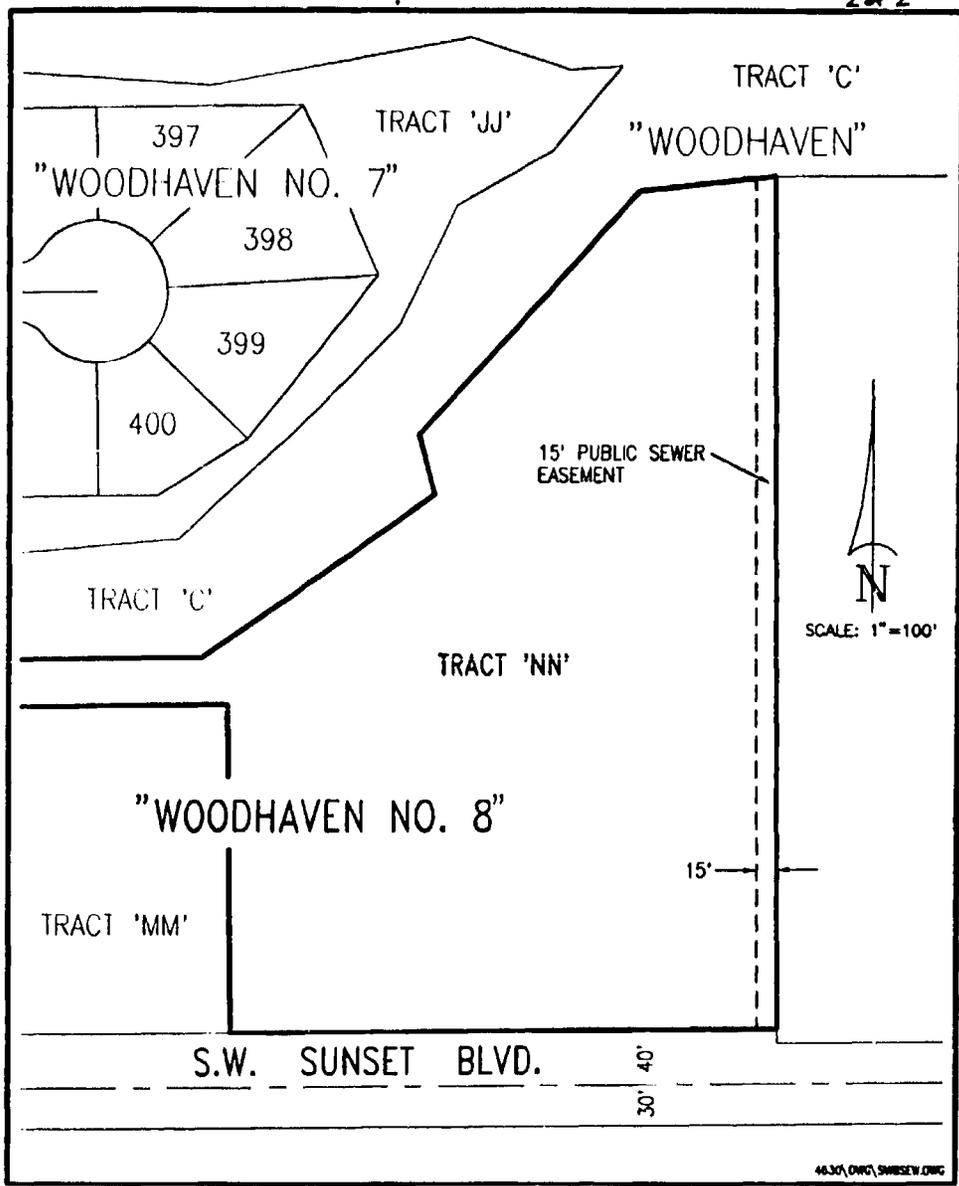
A strip of land, 15.00 feet wide, in the southeast one-quarter of Section 31, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being as follows:

The easterly 15.00 feet of Tract 'NN', "Woodhaven No. 8", recorded in Book 109, Pages 19 and 20, Washington County Plat Records.

3

H:\PROJECT\7700\7700\LEGALS\WoodhavenNo 8 051100101.wpd

JUN 02 2000



<p>15' PUBLIC SANITARY SEWER EASEMENT TRACT 'NN', 'WOODHAVEN NO. 8' MAY 11, 2000</p>	<p>otak <small>incorporated</small> surveyors engineers planners 17355 S.W. BOONES FERRY ROAD LAKE OSWEGO, OREGON 97035 (503)635-3618 FAX (503)635-5395</p>
---	---

Washington County, Oregon 2007-095971

08/31/2007 03:46:57 PM
D-R/B Cnt=2 Stn=3 T EAKIN

\$20.00 \$5.00 \$5.00 \$11.00 - Total = \$41.00



01181189200700959710040044

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



20
5
11
5

After recording:

Damon Henrie
7000 SW Varns St.
Portland, 97223.

**SUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODHAVEN**

Reference is made to that certain AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODHAVEN dated December 7, 1998 and recorded January 14, 1999 in the real property records of Washington County, Oregon at Fee No. 9900-4854 (the "Declaration").

RECITALS:

- A. WHEREAS, the above-referenced Declaration was recorded as to the development commonly known as "Woodhaven;" and
- B. WHEREAS, said Declaration allows the annexation of additional property; and
- C. WHEREAS, the adjacent property consisting of six (6) lots in HIGH SCHOOL HEIGHTS will be subject to said Declaration and therefore seeks annexation to Woodhaven; and
- D. WHEREAS, the appropriate approval of the Declarant and/or the Owners of Woodhaven has been obtained.

DECLARATION:

NOW, THEREFORE, the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Woodhaven is hereby supplemented as follows:

- 1. Lots 1 - 6 referenced on the HIGH SCHOOL HEIGHTS Plat shall be a part of and annexed to Woodhaven pursuant to Section 2, paragraph 2.2 of the Declaration.
- 2. The legal description of the area being annexed is described in the attached Exhibit A and by this reference made a part hereof.
- 3. The property being annexed will be subject to all the terms of the restrictions, covenants and conditions recorded for Woodhaven.
- 4. All the annexed property described herein shall be held, conveyed, hypothecated, encumbered, used, occupied or improved subject to the Declaration and any amendment thereto.
- 5. Upon recording of this Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Woodhaven, the described property shall become part of Woodhaven and bound by the Declaration and protective covenants.

IN WITNESS WHEREOF, the Woodhaven Association and the Owner have executed this Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Woodhaven

as of this 7th day of June, 2007.

WOODHAVEN ASSOCIATION:

OWNER:
SHERWOOD SCHOOL DISTRICT 88J

By: Christam Drepte
Authorized Representative

By: Dan C. Jamison
Authorized Representative

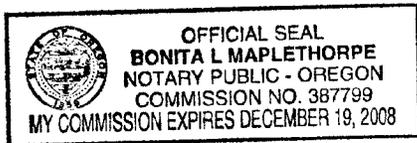
Christam Drepte, President
(Printed Name and Title)

Dan C. Jamison, Superintendent
(Printed Name and Title)

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

Before me personally appeared Dan C. Jamison who is the above-named **OWNER** and acknowledged that the foregoing instrument was his/her/its voluntary act and deed.

Dated: July 2, 2007.



Bonita L. Mapleshorpe
NOTARY PUBLIC FOR OREGON

STATE OF OREGON,)
) ss.
County of Clackamas)

Before me personally appeared Christam Drepte who is the President of the above-named **WOODHAVEN ASSOCIATION** and acknowledged that the foregoing instrument was its voluntary act and deed.

Dated: June 8, 2007.



P. F. Spang
NOTARY PUBLIC FOR OREGON
rdocs\bourgeois supp dec woodhaven.wpd

EXHIBIT A

A portion of that tract of land described in condemnation suit per Oregon Circuit Court Case No. C98-1033CV, Washington County deed records, located in the northeast one-quarter of Section 31, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Lots 1 through 6, plat of HIGH SCHOOL HEIGHTS, Washington County plat records.

Rec'd Clerks Title # 664678W

Quinkster General Partnership
 11515 S.W. Durham Road, Ste E-9
 Tigard, OR 97224
Grantor's Name and Address
 City of Sherwood; Att'n Recorder
 20 N.W. Washington
 Sherwood, OR 97140
Grantor's Name and Address
 After recording, return to (Name, Address, Zip):
 City of Sherwood; Att'n Recorder
 20 N.W. Washington
 Sherwood, OR 97140
Until requested otherwise, send all tax statements to (Name, Address, Zip):
 City of Sherwood; Att'n Recorder
 20 N.W. Washington
 Sherwood, OR 97140

SPACE RESERVED FOR RECORDERS USE

STATE OF OREGON }
County of Washington } SS

I, Jerry F. Elson, Director of Assessment and Taxation, Oregon County Clerk for Washington County, certify that the within instrument has been received and recorded in the records of said county.
 Jerry F. Elson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 2000047961
 Rect: 256872 22.00
 06/16/2000 03:00:30pm

BARGAIN AND SALE DEED - STATUTORY FORM

Quinkster General Partnership, by Genstar Land Company Northwest, its Managing Partner, being a partnership organized and existing under the laws of the State of Oregon, Grantor, conveys to City of Sherwood, Oregon, a municipal corporation

the following real property situated in Washington County, Oregon, to-wit: Tracts MM and NN, composing approximately 6.07 acres, according to the duly filed plat of Woodhaven No. 8 in the City of Sherwood, filed January 22, 1997 in plat book 109, pages 19 and 20, inclusive, Official Records of Washington County, Oregon subject to the following conditions:

- (1) Said real property shall be utilized exclusively for a City of Sherwood municipal park. If not so utilized, title to said real property shall revert to Grantor, its successors and assigns.
- (2) Said real property shall be conveyed "as is" in its present physical condition without warranty or representation.
- (3) Said real property shall be maintained in perpetuity solely at municipal expense, including the obligation by the Grantee to expend \$25,000 for improvements to the municipal park to be located on the real property.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true consideration for this conveyance is \$367,984. (Here, comply with the requirements of ORS 93.030.)

Done by and for the grantor on this 17th day of September, 1999.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.530.

QUINKSTER GENERAL PARTNERSHIP
 By GENSTAR LAND COMPANY NORTHWEST, Its Managing Partner
 By Doug Draper, Its Vice President

STATE OF OREGON, County of Washington) ss.
 This instrument was acknowledged before me on September 21, 1999, by Doug Draper, Vice President of Genstar Land Company Northwest, the Managing Partner of Quinkster General Partnership



Jennifer D. Elson
 Notary Public for Oregon
 My commission expires March 2, 2003

RECORDED BY OREGON TITLE AS AN AC... ONLY 1-2... LIABILITY ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE... OF THIS DOCUMENT.