

Washington County, Oregon **2017-080039**
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\$130.00 \$5.00 \$11.00 \$5.00 \$20.00 **\$171.00**
I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

AFTER RECORDING, RETURN TO:

Damon L. Henrie
Henrie Law, PC
11575 SW Pacific Highway, # 250
Tigard, OR 97223

**THIS PAGE IS PART OF
THE ORIGINAL DOCUMENT
PLEASE DO NOT REMOVE**

**FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
APPOINTMENT WOODS HOME OWNERS ASSOCIATION**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR APPOINTMENT WOODS HOME OWNERS
ASSOCIATION** is made as of the 5th day of October, 2017, by
APPOINTMENT WOODS HOME OWNERS ASSOCIATION.

Recitals

1. The Declaration of Covenants, Conditions and Restrictions For Appointment Woods Home Owner Association was recorded on August 29, 1983 in the records of Washington County as Document No: 83031654 (the "Declaration"),
2. The Association is a planned community subject to ORS 94.550 to ORS 94.783.
3. Pursuant to Article IX of the Declaration, the owners wish to amend the Declaration to bring it current with Oregon law and the needs and realities of the Association and its members.

NOW, THEREFORE, Pursuant to Article IX of the Declaration and ORS 94.590, the owners hereby amend the Declaration in the manner set forth below.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to APPOINTMENT WOODS HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Common Area TRACT G, BLOCK 8 and Common Area TRACT I and J BLOCK 9 shown on the attached plat for Marita Park No. 5, and Common Area Tract A, shown on the attached plat for Terra Woods, being a replat of lot 12, block 9, plat of Marita Park No. 5, and by this reference incorporated herein. A map of Appointment Woods reflecting the actual configuration of lots is also attached. All plats and map are attached at Exhibit "A."

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to PENTERRA CORPORATION, the original developer and Declarant of the property.

Section 7. "Bylaws" shall mean the First Amended Bylaws of Appointment Woods Homeowners Association attached at Exhibit "B" to this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members eligible to vote has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration and the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership and Voting. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment. Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event more than one owner casts a disparate vote for a lot, no vote shall be counted by the Association for that lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Each Lot is responsible for a pro-rata share of any Assessments.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. As of the date of filing of this document, the annual assessment for each lot is \$125.00.

(a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, and are eligible to vote at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy, and are eligible to vote at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast twenty percent (20%) of all the votes of each class of membership eligible to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Changing the assessment to a fixed monthly rate shall not alter the nature of debt owed by owners- the Assessments are considered Assessments as that term is used in this Declaration whether collected annually, monthly or otherwise.

Section 7. Determination of Annual Assessments- Certificate of Compliance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The cost and form of the certificate are at the discretion of the Board.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect

the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created by this Article: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 4 hereof; and (c) all Properties exempted from taxation by the laws of the State of Oregon, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements actually devoted to dwelling use shall be exempt from said exemptions, charges or liens.

ARTICLE V

EXTERIOR MAINTENANCE

The Association shall provide maintenance upon the Common Area as follows:

Section. 1. Common Area Structures. Common Area Structures, if any, including fences, brick fences, drainage systems installed and/or maintained by The Association, and entry signs shall be maintained and shall be included in a reserve study and reserve funding arrangement at the discretion of the Board.

Section 2. Landscaping: Lawn, shrubbery, plantings, trees and other landscaping in and on all Common Areas shall be maintained in a neat and proper condition consistent with good horticultural practices.

Section 3. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining and generally keeping in good order and repair, the exterior of any improvement on any of the Properties owned by such Owner, it being the intention of this provision that the Properties and improvements thereon shall be maintained by the Owners thereof to provide for the preservation and enhancement of the property values of said community. Under no circumstances shall claimed ignorance of these CC&Rs be an acceptable excuse for failure to comply with all provisions herein.

Section 4. Failure to Maintain/Unauthorized Changes If any Owner (including guests, family, tenants and invitees of the owner) shall fail to maintain the premises and the improvements situated thereon (whether willful, negligent or otherwise), except as provided in Sections 1 and 2 above, or if any owner commences changes in the appearance of their lot without first obtaining approval of the Board or the Architectural review committee, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon to their original condition. The cost of such exterior maintenance/repairs shall be added to and become part of the assessment to which such Lot is subject. In addition to the cost of said repairs, a fine equal to one year's assessment, plus recovery

of all legal and other costs associated with pursuit of said repairs shall accrue, and become due and payable.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each shared fence or wall which is built as a part of the original construction of the homes upon the Properties, or installed as a later addition, and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owners who have used of the wall shall restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The Owner repairing or reconstructing a party wall shall have the right of access over the adjacent Owner's Lot to the extent reasonably necessary to effect the repair or reconstruction.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Any award may be specifically enforced.

Section 7. Encroachments. If any portion of a party wall or other part of a building or structure now constructed upon said property encroaches upon any part of the Lot or Lots used or designated for use by another Owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant, the Association and upon all present and future Owners of any part of said property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying and maintaining the same.; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted

and reserved in and upon each dwelling unit and Lot for the repair. No such easement shall exist, however, in respect to an encroachment caused by construction of any improvement on any Lot after completion of construction of the original improvement thereon by the Declarant. Encroachments are prohibited into wetlands and common areas owned by the HOA.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board may ask for additional information if the submitted information from the owner does not provide a level of detail sufficient for the Board or its committee to make a decision. Such a request extends the 30 days until the owner provides sufficient information to the Board, at which point the 30 days begins again.

Section 2. Construction/Alteration without Approval. Failure to submit plans for approval prior to commencement of work shall result in the lot being out of compliance with the Declaration and subject to fines and or remedial action by the Board as allowed by this Declaration. Passage of time shall not be a suitable defense for an owners whose lot is out of compliance relating to a failure to get approval prior to commencing work.

Section 2. Architectural Standards. The Board of Directors shall promulgate by resolution rules and regulations relating to the colors, materials, appearance and other architectural standards. Such rules may be amended from time to time by the Board to stay current with new building materials and standards.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Purpose. No Lot or living unit shall be used for any purpose other than residential purposes.

Section 2. Nuisance. No noxious or offensive activity or unsightly conditions shall be permitted upon any part of said Properties, nor shall anything be done thereupon, which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 3. Parking. Long-term parking of boats, trailers, trucks, truck campers, campers, and like Recreational Vehicle equipment, and commercial vehicles which display decals or signs, and like

equipment, or inoperable vehicles or junk or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within a community storage area, if any, approved by the Board of Directors, or by its architectural committee or within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval from the Board of Directors or its architectural committee. All other parking of equipment shall be prohibited except as approved in writing by the Board or their architectural committee, excepting parking of said vehicle for the purposes of loading, unloading or general use and maintenance for a short period of time, generally 2-3 days. For additional information see Beaverton code 5.05.152 "Trucks in Residential Areas."

Section 4. Signs. Unless written approval is first obtained from the Board of Directors of the Association or by its architectural committee, no sign of any kind shall be displayed to public view on any structure or on said Properties except one professional sign of not more than five square feet advertising the property for sale, one election sign, or other temporary sign indicating the work done by a contractor for a maximum period of 30 days.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of said Properties or in any living unit, except that dogs, cats, or other household pets may be kept subject to prior written approval by the Board of Directors or by the architectural committee, and further provided that they are not kept, bred or maintained for any commercial purposes, and provided further no dog or cat or other household pet may be permitted to roam at large or create a nuisance. Feeding of feral domestic or wild animals or wildlife must be discontinued if it is determined to be creating a nuisance in the neighborhood.

Section 6. Roof Mounted Utilities. Satellite dishes and other antennas of any nature must not be installed in such a manner as to be visible from the street in front of any lot, unless such installation would affect signal reception or would otherwise increase the installation cost. Satellite dishes, antennas and any other visible communications reception devices may be installed for direct broadcast satellite service, to receive or transmit fixed wireless signals via satellite, receive video programming services via multipoint distribution services, instructional television fixed services and local multipoint distribution services or to receive or transmit fixed wireless signals other than satellite. Such reception devices must be smaller than one meter in diameter. Reception devices are only allowed as required by the Federal Communication Commission's Over The Air Reception Devices Rule ("OTARD"), codified at 47 C.F.R. 1.400. The terms in this provision have the meaning given by the FCC in the OTARD. No antennas may be installed on the exterior of any home for purpose of receiving AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals.

Section 7. Garbage. No trash, garbage, underbrush, refuse or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on said Properties. Trash, garbage or other waste, including removal of fallen leaves and landscape debris, shall not be kept or maintained except in sanitary containers. All containers shall be kept in a clean and sanitary condition and must be buried or screened (buried, screened, or kept behind a fenced area,) so as not to be visible from any street or adjacent Properties or as approved by the Board of Directors of the Association

or its architectural committee. The City of Beaverton mandates that landscaping materials or yard debris are not to be dumped, raked or blown into the street, or onto public paths or sidewalks.

Section 8. Exterior Lighting. All exterior lighting shall have cut-off fixtures so that no direct lighting or glare is emitted beyond any property line onto adjacent Properties. Excessive exterior lighting that has been deemed as a nuisance by the Board of Directors of the Association or the architectural committee must be removed or redirected as soon as reasonably possible. For additional information see Beaverton Code 5.05.133 “Exterior Lighting.”

Section 9. Utilities. All utilities on said Properties, including water, sanitary sewer, storm sewer, electrical, gas, and TV cable shall be installed underground, except as approved in Section 6 Roof Mounted Utilities, in compliance with the governmental regulation for the installation and maintenance of the same.

Section 10. Landscaping.

(a) Common Areas: No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors of the Association or its architectural committee.

(b) Private Landscaping: In addition to Article VII Architectural Control, no screening hedge or solid structure above 3 feet tall will be allowed to be installed in the front yard of any Lot without prior written approval by the Board of Directors of the Association or the architectural committee.

(c) Yard Decorations: In the interest of maintaining tasteful decorum for the neighborhood, abnormally large or obtrusive yard decorations or sculptures shall be allowed only as approved by the Board of Directors of the Association or the architectural committee.

Section 11. Business. No business entailing retail traffic shall be conducted from the home of any Owner, excepting professional services not requiring regular visits by customers, without prior written approval by the Board of Directors of the Association.

Section 12. Windows. Each owner shall provide draperies or other appropriate coverings on all windows that provide unobstructed views into the living area.

Section 13. Leases. Subject to the restrictions in this section, each owner shall have the right to lease his or her Lot and the improvements thereon for residential purposes to a residential tenant subject to the prior written approval of the Board of Directors. Any said lease shall be in writing and shall provide that tenant shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the provisions of said Declaration shall constitute a default under said lease. The Board, upon finding such a default, may require the Owner to terminate the lease.

(a) All leases must be provided to the Board of Directors for approval prior to the tenant taking occupancy of the lot.

(b) Leases must be of a duration of 30 days or longer.

(c) A copy of the Declaration and Bylaws must be provided to each tenant as part of the lease documents.

(d) Leases must be for the entire lot/structure.

(e) The Board may, in its sole discretion, initiate policies and procedures which restrict the total number of lots being rented at any time in the community to not exceed 50% of the total lots. Any owner who is currently renting at the time of the effective date of any such resolution shall be grandfathered provided the rental of said lot continues uninterrupted from the effective date of the resolution. A reasonable time between renters for purposes of repairs, and/or obtaining another tenant shall not be considered an interruption for purposes of this section.

Section 14. Damage and Destruction Affecting Residences; Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said residence to rebuild, repair and reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within nine (9) months after the damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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. In any legal matter commenced to enforce this Declaration, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements.

(b) If the Association fails to permanently maintain all of the subject property, private storm drains, storm detention areas, private sewers, buildings, and all appurtenant structures and facilities to a standard and quality which ensures their functional use and intent, the City of Beaverton may by written notice delivered to the Association, identify any deficient conditions and demand that they be corrected within 30 days of the mailing of the notice by the City or within a shorter period prior stated in the letter if the conditions create a hazard. Unless the Association

within the notice period either corrects the conditions or diligently undertakes to do so, the City of Beaverton at its own option may cause the conditions to be brought up to standard either with City personnel or by independent contractor. All expense so incurred by the City shall be deemed an expense of the Association. If the Association fails to reimburse the City upon demand, the City of Beaverton may charge the expense, including recording, taxable court costs and attorney fees, against the property and place a lien against said property for such expenses. The lien may be foreclosed pursuant to ORS 223.505 for unbonded liens. This section is not subject to amendment except as approved by the City of Beaverton.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

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The undersigned hereby certifies in accordance with ORS 94.590(3), this amendment was adopted in accordance with the Declaration and Oregon law on this 5 day of October, 2017.

IN WITNESS WHEREOF:

Appointment Woods Homeowners Association



President



Secretary

STATE OF OREGON
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by John Van Zonneveld, President of Appointment Woods Homeowners Association, who executed the within instrument as his/her/their voluntary act and deed, on its behalf.

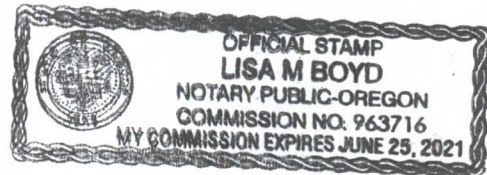
Jaclyn Laabs
Notary Public for Oregon
My commission expires June 25, 2021



STATE OF OREGON
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me this _____ day of October, 2017, by LORIE JACOB, as Secretary of Appointment Woods Homeowners Association, who executed the within instrument as his/her/their voluntary act and deed, on its behalf.

Lisa M. Boyd
Notary Public for Oregon
My commission expires JUNE 25, 2021



“EXHIBIT A”

MARITA PARK NO. 5

Recorded December 29, 1981

Plat Book 54 Pages 23-24

MARITA PARK NO 5

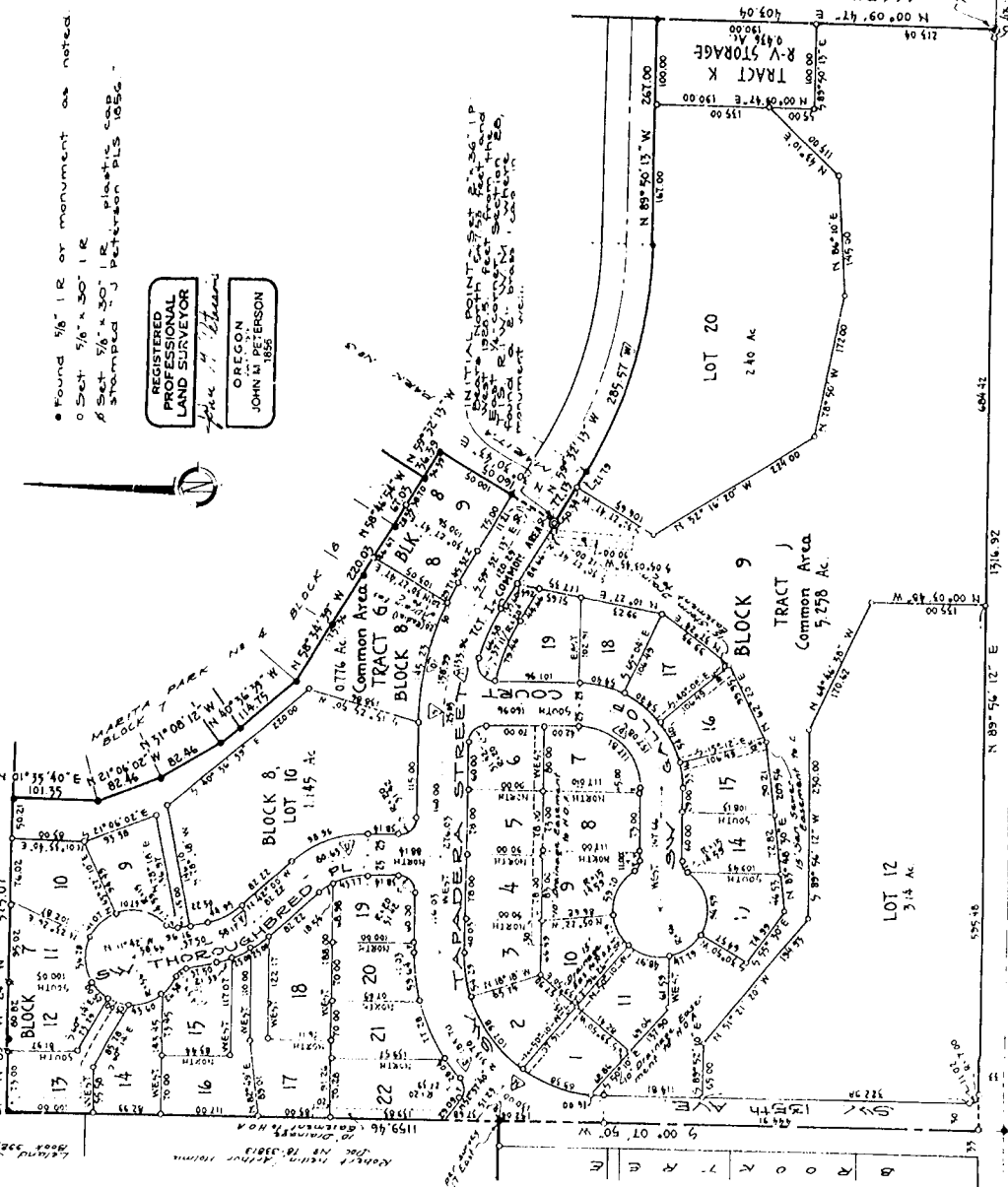
A SUBDIVISION IN THE NORTHEAST 1/4, SECTION 28, T.1S, R.1W, W.M.
IN THE CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

1" = 100
Bancroft, Peterson & Associates, Surveyors
DECEMBER 1979

I hereby certify this tracing to be a true and correct copy of the original plat No 5 of John H. Peterson

Found 1/8" IR or monument as noted.
Set 1/8" x 30" IR
Set 1/8" x 30" IR plastic cap stamped - J Peterson PLS 1055

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN H. PETERSON
1055



NOTE - Boundary of Block 9 is shown as per Co. Plat No 4 of Marita Park No 4 held as found in the files
EASEMENTS - TO C.O.A. To City of Beaverton Home Owners Association

CURVE DATA

Delta	Radius	Arc L	Chord Bearing	Chord L
69° 23' 10"	200.00	515.70	S 45° 05' 55" W	282.52
90° 00' 00"	150.00	157.08	N 74° 46' 07" W	157.12
37° 14' 30"	200.00	130.00	S 45° 00' W	141.42
52° 37' 40"	200.00	190.00	N 18° 45' 05" E	127.12
04° 47' 43"	299.03	135.70	N 63° 41' 10" E	177.32
25° 40' 04"	299.03	135.05	S 87° 56' 08" E	25.02
42° 00' 00"	110.00	80.63	S 72° 22' 15" E	132.84
30° 16' 15"	540.00	540.17	N 81° 00' W	78.84
48° 54' 17"	56.00	47.73	N 74° 41' 15" W	57.50
05° 23' 30"	170.00	16.00	N 34° 43' W	282.25
05° 10' 24"	329.03	29.70	N 88° 49' 36" E	15.36
42° 00' 00"	20.00	31.42	N 45° 00' W	28.70
30° 16' 15"	135.00	96.96	N 21° 00' W	28.25
14° 08' 17"	85.00	44.95	N 26° 51' W	96.76
106° 19' 30"	30.00	66.36	S 53° 09' 42" E	44.43
55° 42' 40"	15.00	14.59	S 13° 09' 20" W	32.01
60° 33' 30"	56.00	41.07	S 09° 43' 58" E	45.06
42° 00' 00"	56.00	41.07	S 45° 33' 25" E	45.06
58° 05' 20"	56.00	56.78	N 84° 23' 20" E	14.31
25° 34' 40"	56.00	25.00	N 42° 35' 20" E	24.79
36° 50' 00"	56.00	43.00	N 16° 59' 40" E	24.79
55° 42' 40"	15.00	14.59	N 16° 07' 06" W	42.51
09° 04' 40"	135.00	26.38	N 53° 55' 05" W	26.13
36° 40' 00"	135.00	21.39	N 16° 14' 20" W	14.02
36° 40' 00"	135.00	21.39	N 26° 05' W	21.37
36° 40' 00"	135.00	25.00	N 36° 41' 40" W	24.97
30° 00' 00"	85.00	19.54	N 35° 45' 10" W	18.50
14° 51' 22"	20.00	31.42	N 45° 00' E	43.29
19° 15' 04"	230.00	59.64	S 62° 34' 19" W	59.47
08° 59' 04"	230.00	77.28	S 65° 31' 06" W	76.92
27° 27' 50"	20.00	29.04	S 52° 24' 02" E	28.02
25° 17' 23"	329.03	45.23	N 06° 00' 25" E	25.30
16° 30' 47"	244.16	79.46	N 77° 21' 15" W	144.05
24° 56' 47"	125.00	54.40	N 66° 51' 36" W	79.11
24° 56' 47"	125.00	54.40	S 12° 26' W	53.97
15° 15' 12"	125.00	54.40	S 37° 24" W	53.97
15° 15' 12"	125.00	54.40	S 62° 20" W	53.97
36° 40' 00"	15.00	14.59	S 82° 24" W	33.06
36° 40' 00"	15.00	14.59	S 71° 36' 40" W	14.02
29° 47' 10"	170.00	68.38	S 20° 24' 55" W	67.38
36° 23' 30"	170.00	68.38	S 53° 30' 15" W	67.38
18° 16' 15"	70.00	31.42	S 00° 00' W	68.00
30° 00' 00"	20.00	117.01	N 45° 00' E	100.00
55° 42' 40"	15.00	14.59	S 63° 09' 40" E	14.02
61° 04' 40"	56.00	59.70	S 64° 49' 40" E	56.91
44° 46' 00"	56.00	46.97	S 62° 14' W	42.68
30° 11' 35"	7.00	11.02	N 44° 57' 53" W	9.92

STATE OF OREGON
Robert Thompson, Director of
Lands, hereby certifies that the
above described plat of MARITA
Park, as shown on this plat, does
conform to the provisions of the
Act of February 2, 1906, and
is a valid and legal subdivision
of the land therein described.

MARITA PARK NO 5

A SUBDIVISION IN THE NORTHEAST 1/4, SECTION 28, T.1S, R.1W, W.M.
IN THE CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

STATE OF OREGON
Robert Thompson, Director of
Lands, hereby certifies that the
above described plat of MARITA
Park, as shown on this plat, does
conform to the provisions of the
Act of February 2, 1906, and
is a valid and legal subdivision
of the land therein described.

By: *Robert Thompson*
Director of Lands

DECEMBER 1979
Bancroft, Peterson & Associates, Surveyors

By: *Robert Thompson*
Director of Lands

SURVEYOR'S CERTIFICATE

JOHN M. BERTERSON, the Registered Professional Land Surveyor, who has personally surveyed, subdivided and platted into lots and streets the lands shown on the attached map as MARITA PARK No. 5, in the Northwest 1/4 of Section 28, T.1S, R.1W, W.M., as described as follows:

APPROVED this 7th day of NOVEMBER, 1981
City of Beaverton Planning Commission
By: *B. M. M. M.*
APPROVED this 2nd day of DECEMBER, 1981
City of Beaverton Engineer
By: *W. C. Peterson*

KNOW ALL PERSONS BY THESE PRESENTS that we, Scott-Erickson Properties Inc., an Oregon Corporation, are the title owners of the lands shown on the annexed map and partitioned into lots and streets as shown on the annexed map and platted into lots and streets as shown on said map and to be designated as MARITA PARK, No. 5, and to be set apart for public use as roads, alleys, streets, and for public use as water, sewer, gas, electric, utility easement along all side and rear lot lines.

ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on this 5th day of March 1981, before me, a Notary Public in and for said County and State, personally appeared GEORGE O. SCOTT and MICHAEL E. ERICKSON who being first identified to me as the (Scott) Secretary-Treasurer and the (Erickson) Secretary of the above named SCOTT-ERICKSON PROPERTIES INC. and that the foregoing instrument was signed and executed by the said SCOTT-ERICKSON PROPERTIES INC. in presence of the above named MICHAEL E. ERICKSON and I, the undersigned, set my hand and affixed my seal, this day and year last above written.

By: *Walter Peterson*
APPROVED this 31st day of December, 1981
Washington County Commissioners
By: *Mary C. Johnson*
APPROVED this 29th day of December, 1981
Washington County Health Department
By: *John M. Peterson*
APPROVED this 29th day of December, 1981
Director of Assessment & Taxation (County Assessor), Washington County
By: *Walter Peterson*

SCOTT-ERICKSON PROPERTIES INC
Michael E. Erickson
MICHAEL E. ERICKSON,
Secretary-Treasurer
George O. Scott
GEORGE O. SCOTT,
President

PLAT RESTRICTION

All common areas and maintained in this plat and entitled Tracts G, H, J and K will be owned and maintained by Scott-Erickson Properties Inc. until such time as the Homeowners' Association, as provided in the Declaration of Covenants, Conditions and Restrictions, shall be organized and maintained. The Homeowners' Association will be owned and maintained by the said Homeowners' Association. All benefits, rights and duties of the Homeowners' Association shall inure to the said Homeowners' Association. The owner of each of the above mentioned tracts shall have the right to use and maintain the common areas and to contribute to the maintenance of the same. The owner of each of the above mentioned tracts shall have the right to use and maintain the common areas and to contribute to the maintenance of the same. The owner of each of the above mentioned tracts shall have the right to use and maintain the common areas and to contribute to the maintenance of the same.

APPROVED this 29th day of December, 1981
Washington County Surveyor
By: *John M. Peterson*
DIRECTOR this 31st day of December, 1981
Washington County (County Clerk), 1981
By: *Walter Peterson*

SS (COUNTY OF WASHINGTON
THIS IS TO CERTIFY that on this 5th day of March 1981, before me, a Notary Public in and for said County and State, personally appeared GEORGE O. SCOTT and MICHAEL E. ERICKSON who being first identified to me as the (Scott) Secretary-Treasurer and the (Erickson) Secretary of the above named SCOTT-ERICKSON PROPERTIES INC. and that the foregoing instrument was signed and executed by the said SCOTT-ERICKSON PROPERTIES INC. in presence of the above named MICHAEL E. ERICKSON and I, the undersigned, set my hand and affixed my seal, this day and year last above written.

AND THAT the attached map is a true and correct representation of the lots and streets as shown on the ground with the exception of the plat of MARITA PARK No. 5, as shown on the attached map, which is a plat of record in said County, and the boundary of which bears on a radius of 520.00 feet and a central angle of 30° 15' 22.25 feet to a point of tangency, and thence N 59° 32' 13" W 72.15 feet to the point of Beginning.

APPROVED this 29th day of December, 1981
Washington County Surveyor
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DIRECTOR this 31st day of December, 1981
Washington County (County Clerk), 1981
By: *Walter Peterson*

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APPROVED this 7th day of NOVEMBER, 1981
City of Beaverton Planning Commission
By: *B. M. M. M.*
APPROVED this 2nd day of DECEMBER, 1981
City of Beaverton Engineer
By: *W. C. Peterson*

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TERRA WOODS

Recorded September 17, 1990

Plat Book 74 Pages 6-7

Appointment Woods Home Owners Association

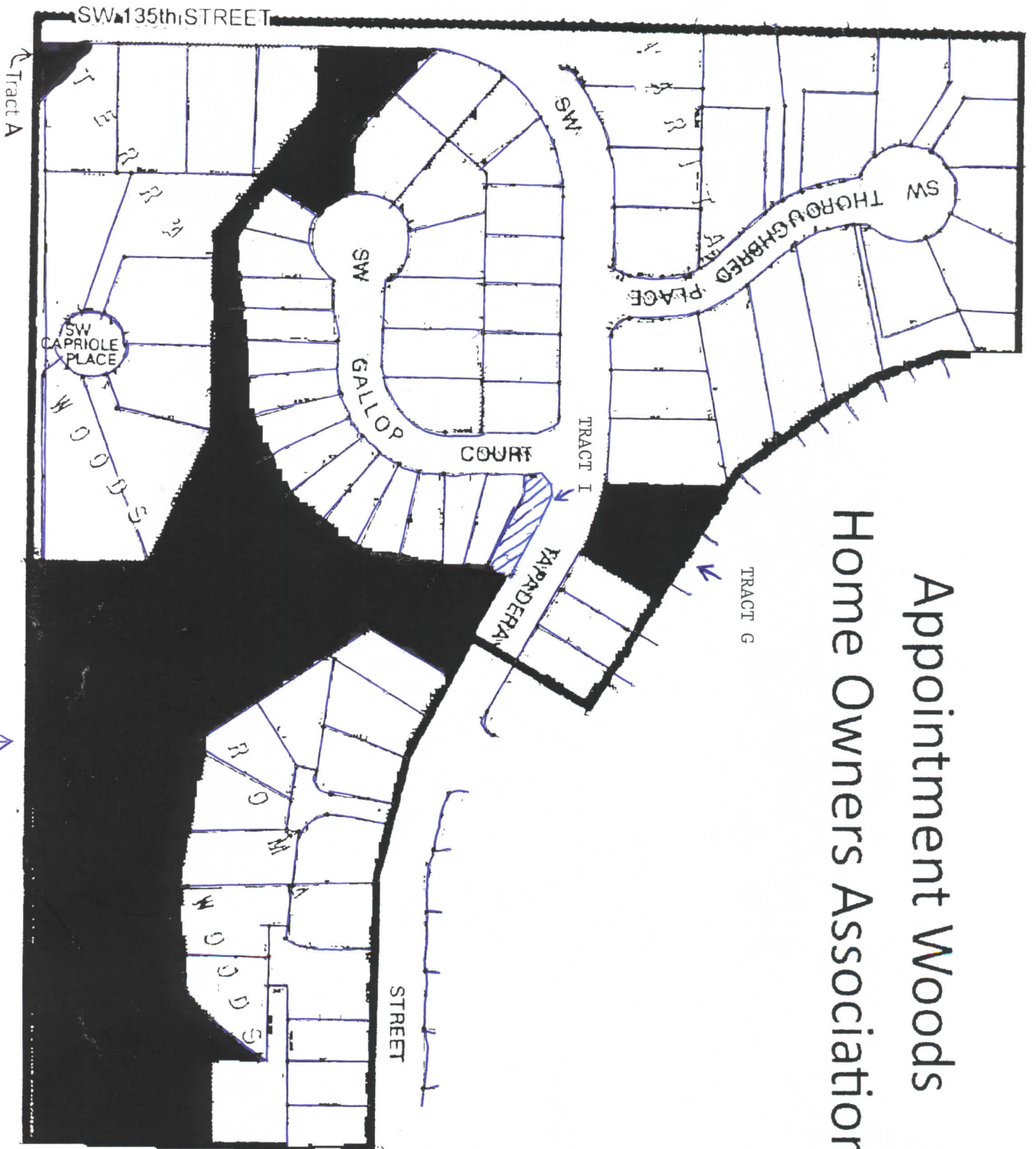


EXHIBIT "B"

FIRST AMENDED BYLAWS OF APPOINTMENT WOODS HOMEOWNERS
ASSOCIATION

ARTICLE I

CORPORATION

The name of the corporation is Appointment Woods Homeowners Association (hereinafter referred to as "Association.") The Association is incorporated under ORS Chapter 65.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Appointment Woods Home Owners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real Property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions (and any amendments thereto) applicable to the Properties recorded in the Office of the Washington County Recorder.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the members shall be held within 90 days after the end of each calendar year; if the day for the annual meeting of the members is a legal

holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of the total membership.

Section 3. Notice of Meetings Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Owners may also elect to receive notice by email and such notice shall be considered as though a paper copy was sent by mail. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the annual meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote at that meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of equitable or legal title to their Lot.

Section 6. Ballot Meetings. At the discretion of the Board of Directors, any matter which might come before the Association at a meeting including election of directors, may be determined by proxy ballot rather than at a formal gathering. Ballots shall be sent to all Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting rights is required by law, the Declaration of these Bylaws.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of from a minimum of two (2) to a maximum of five (5) directors, who are members of the Association.

Section 2. Term of Office. The term of the members of Board of Directors shall be two years, and at each annual meeting which falls on an even year, the members shall elect 2 directors to hold office for a two year term and on odd years the members shall elect 3 directors to hold office for a

two year term. Under any circumstance, the existing directors' terms shall not expire until successor directors have been elected and qualified to take office.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominating Committee. Prior to any annual meeting where directors are to be elected, the Board may form a nomination committee consisting of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held when required, at such place and hour as fixed by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director and the membership of the Association.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Deliberations. All deliberations of the directors shall be in an open Board meeting or a forum otherwise open to all members to observe unless otherwise allowed by ORS 94.640(8)(a) or Oregon law.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. suspend the voting rights and right to use of recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b. supervise all officers, agents and employees of this Association, and to see that their duties are-properly performed;
- c. as more fully provided in the Declaration, to:
 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. foreclose the lien against any property for which assessments are not-paid within thirty (30) days after the due date or to bring any action at law against the owner personally obligated to pay the same.
- d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause the Common Area to be maintained; and
- h. cause the exterior of the dwellings to be maintained as provided in the Declaration.

ARTICLE X

INSURANCE

Section 1. Types of Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

- a. **Property Damage Insurance.** The Board, at its election, shall maintain a policy or policies insuring any Common Area and related structure and all personal property and supplies of the Association (if any) for loss from damage or fire with standard coverage and “all risk” endorsements and other such coverages as the Association may deem desirable.
- b. **Liability Insurance.** The Association shall maintain comprehensive general liability insurance coverage (including Errors and Omissions Coverage) insuring the Association, the Board of Directors, and the managing agent (if applicable), against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omission of such Owner and liability incident to the ownership and/or use of the part of the property as to which such Owner has the exclusive use or

occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

- c. **Workers' Compensation Insurance.** The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.
- d. **Fidelity Insurance.** The Board of Directors shall may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

Section 2. Deductibles. The policies identified above may contain a deductible not to exceed \$10,000.00. To the extent any loss is the result of the negligence of one or more owners, the deductible may be charged against the negligent owner(s). Otherwise, the deductible shall be a common expense of all owners.

Section 3. Insurance by Owners. Each Owner shall be responsible for obtaining, at his or her own expense, insurance covering his or her property and against his or her liability unless the Association agrees otherwise.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice

or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Offices. Any two offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

A. The president shall preside at all meeting of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

B. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge-such other duties as may be required of him by the Board.

SECRETARY

C. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

D. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of, the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be made available electronically free or charge to any member. The Board of Directors may subject any other document requested to a reasonable service fee associated with the request.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9 percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their lot.

ARTICLE XIII
AMENDMENTS

Section 1. Amendment. These By-Laws may be amended, at a regular or special meeting of the members, by a vote-of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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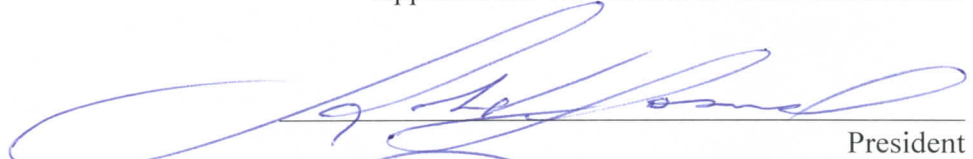
ARTICLE XIV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The undersigned hereby certifies in accordance with ORS 94.625(5)(b), this amendment was adopted in accordance with the Bylaws and Oregon law on this 5 day of October, 2017.

IN WITNESS WHEREOF:

Appointment Woods Homeowners Association



President

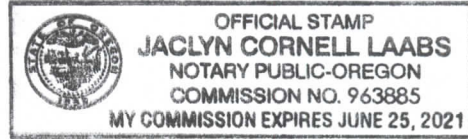


Secretary

STATE OF OREGON
COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by John Van Zonneveld, President of Appointment Woods Homeowners Association, who executed the within instrument as his/her/their voluntary act and deed, on its behalf.

Jaclyn Laabs
Notary Public for Oregon
My commission expires June 25, 2021



STATE OF OREGON
COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this _____ day of October, 2017, by LORIE JACOB, as Secretary of Appointment Woods Homeowners Association, who executed the within instrument as his/her/their voluntary act and deed, on its behalf.

Lisa M Boyd
Notary Public for Oregon
My commission expires JUNE 25, 2021

