

After Recording Return to:  
Vial Fotheringham LLP  
7000 S.W. Varns Street  
Portland, OR 97223-8006

**RESTATED DECLARATION OF PROTECTIVE  
COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
JACKSON SCHOOL**

INDEX

ARTICLE I - Definitions ..... 2

    1.1 Association..... 2

    1.2 Common Areas ..... 2

    1.3 Developer ..... 2

    1.4 Eligible Mortgage Insurer or Guarantor ..... 2

    1.5 Eligible Mortgage Holder ..... 2

    1.6 Mortgage..... 2

    1.7 Owner..... 2

    1.8 Private Areas ..... 2

    1.9 The Property..... 2

    1.10 Sold ..... 3

    1.11 This Declaration..... 3

    1.12 Unit ..... 3

    1.13 Multi-family Structure ..... 3

ARTICLE II - Property Subject to These Covenants ..... 3

    2.1 Initial Development ..... 3

    2.2 Annexations by Developer..... 4

    2.3 Other Annexation..... 4

    2.4 Method of Annexation ..... 4

    2.5 Merger..... 5

ARTICLE III – Designation of Areas..... 5

    3.1 Private Areas ..... 5

    3.2 Common Areas ..... 5

ARTICLE IV – Property Rights in Common Areas..... 5

    4.1 Owner's Easements of Enjoyment ..... 5

    4.2 Title to the Common Areas..... 5

    4.3 Extent of Owners' Rights ..... 6

4.4 Delegation of Use .....	7
ARTICLE V – Property Rights in Private Areas.....	7
5.1 Use and Occupancy.....	7
5.2 Encroachments .....	11
ARTICLE VI – Association.....	11
6.1 Organization.....	11
6.2 Membership .....	11
6.3 Voting Rights .....	12
6.4 Powers and Obligations .....	12
6.5 Liability.....	12
6.6 Reports and Audits.....	12
6.7 Availability of Records .....	13
ARTICLE VII - Insurance .....	13
7.1 Types of Insurance .....	13
7.2 Other Insurance Requirements.....	14
7.3 Optional Provisions.....	15
7.4 FNMA and GNMA Requirements.....	15
ARTICLE VIII – Maintenance, Management Agreement, Utilities	
8.1 Maintenance .....	16
8.2 Management Agreements and Service Contracts .....	16
8.3 Contracts Entered into by Developer or Prior to Termination of Class B Membership .....	16
8.4 Damage by Casualty .....	17
8.5 Condemnation .....	17
ARTICLE IX - Assessments.....	18
9.1 Regular Assessments .....	18
9.2 Capital Improvement Assessments .....	19
9.3 Notice and Quorum for any Action Authorized Under Section 9.2 .....	19

9.4 Uniform Rate of Assessment .....	20
9.5 Maintenance Fund.....	20
9.6 Duty of the Board of Directors .....	20
9.7 Creation of Lien and Personal Obligation of Assessments.....	21
9.8 Exempt Property .....	21
ARTICLE X – Enforcement .....	21
10.1 Use of Common Areas.....	21
10.2 Nonqualifying Improvements and Violation of General Protective Covenants.....	22
10.3 Default in Payment of Assessments.....	22
10.4 Voluntary Conveyances; Liability When Unit Foreclosed.....	22
10.5 Interest.....	23
10.6 This Section is intentionally left blank .....	23
10.7 Nonexclusiveness and Accumulation of Remedies .....	23
ARTICLE XI - Left Blank Intentionally .....	23
ARTICLE XII - Miscellaneous Provisions.....	23
12.1 Amendment and Repeal.....	23
12.2 Duration .....	24
12.3 Joint Owners .....	24
12.4 Lessees and Other Invitees.....	24
12.5 Enforcement.....	24
12.6 No Rights of Reversion.....	25
12.7 Construction; Severability; Number .....	25
12.8 Notices and Other Documents .....	25

## **RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR JACKSON SCHOOL**

This Restated Declaration of Protective Covenants, Conditions and Restriction for Jackson School is made this 16<sup>th</sup> day of May, 2013 by the Jackson School Homeowners Association, Inc. (“Association”).

### **RECITALS**

- A. Jackson School is a planned community governed by the following documents:
1. Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon, on March 30, 1983 as Document No. 83010743, and re-recorded on June 3, 1983 as Document No. 83019252.
  2. Amendment to the Declaration of Protective Covenants, Conditions and Restrictions Jackson School recorded in Washington County, Oregon on April 21, 1992 as Document No. 92026694.
  3. Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 16, 2013 as Document No. 2013-43542.
  4. Bylaws of The Jackson School Homeowners Association, Inc. dated March 22, 1990.
- B. The Jackson School Homeowners Association is the association of owners formed pursuant to the Declaration and Bylaws and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed April 13, 1983, in the Office of the Oregon Secretary of State, Corporation Division.
- C. Pursuant to the Declaration, additional property was annexed to the Jackson school Planned Community. The property subject to the Declaration and the jurisdiction of the Association is described in the attached **Exhibit A**.
- D. Jackson School Homeowners Association, Inc. is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.
- E. ORS 94.590(6) permits a board of directors, upon the adoption of a resolution, to cause a restated declaration to be prepared, executed and recorded to codify individual amendments that have been adopted in accordance with ORS 94.590 without further approval of owners.
- F. By resolution adopted May 21, 2013, in accordance with ORS 94.590(6), the Board of Directors hereby restates the Declaration to codify the amendment and to cause Restated Declaration to be executed and recorded as provided in ORS 94.590.

ARTICLE I  
DEFINITIONS

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

- 1.1 “Association” means the nonprofit corporation formed to serve as an Owners’ association as provided in Article VI hereof, and its successors and assigns.
- 1.2 “Common Areas” means such portion of the Property and improvements thereon as may be so designated in this Declaration, or in any declaration annexing property to the Property.
- 1.3 “Developer” means EDWARDS INDUSTRIES, INC., and its successors and assigns if such successors or assigns should acquire more than one undeveloped unit from Developer for the purpose of development.
- 1.4 “Eligible Mortgage Insurer or Guarantor” means an insurer or governmental guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 11 below.
- 1.5 “Eligible Mortgage Holder” means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 11 below, but shall not include a contract vendor.
- 1.6 “Mortgage” means a mortgage or deed of trust; “mortgagee” means a mortgagee or a beneficiary of a deed of trust; “mortgagor” means a mortgagor or a grantor of a deed of trust.
- 1.7 “Owner” means the person or persons, including Developer, holding the fee simple ownership of a unit, but does not include a tenant or holder of a leasehold interest and does not include a mortgagee or beneficiary of a foreclosure or any proceeding in lieu of foreclosure. The rights, obligations and other status of being an Owner commence upon acquisition of the fee simple ownership of a unit and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.8 “Private Areas” mean that portion of the Property so designated in this Declaration, or in any declaration annexing property to the Property.

- 1.9 “The Property” means the initial development as described in Section 2.1 below and any additional property annexed in accordance with Sections 2.2 or 2.3 below.
- 1.10 “Sold” means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.
- 1.11 “This Declaration” means all of the easements, covenants, restrictions and charges set forth herein, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.12 “Unit” means a numerically designated and platted lot within the property subject to this declaration and any alpha-numerically designated lot created by partitioning, with the exception of the common areas and lots improved with Multi-family Structures, and includes the dwelling unit and garage located on such lot. In the initial development, Lots 1, 3, 9, 26, 38, 39, 48, 82, 85, 95, 97 and 111, JACKSON SCHOOL, and Lots 127, 128, 149, 150 and 152, JACKSON SCHOOL NO. 2 have been or will be partitioned. In any subsequent annexation lots which will be partitioned will be set forth in the supplemental declaration annexing the lots. In the event a lot has been or will be improved with a Multi-family Structure, and is not and will not be partitioned, the term “unit” shall include that portion of a Multi-family Structure designed and intended for use and occupancy as a residence by a single family, together with such unit’s appertaining undivided interest in the numerically designated and platted lot on which the Multi-family Structure is constructed.
- 1.13 “Multi-family Structure” shall mean and refer to any building containing two or more units on a single lot and under one roof except when each such unit is situated on its own individual lot.

## ARTICLE II

### PROPERTY SUBJECT TO THESE COVENANTS

2.1 Initial Development. Developer hereby declares that all the real property described below, (the “initial development”), is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

(a) All of “JACKSON SCHOOL,” a plat in the City of Hillsboro, Washington County, Oregon, filed on December 31, 1979, in Book 49 of Plat Records of Washington County, Oregon, at Pages 7 and 8, excepting there from Lots 112, 113 and 114.

(b) All of “JACKSON SCHOOL NO. 2,” a plat in the City of Hillsboro, Washington County, Oregon, filed on December 31, 1979, in Book 49 of Plat Records of Washington County, Oregon, at Pages 9 and 10, excepting there from Lots 163, 164, 165, 166 and 167.

(c) All of "JACKSON SCHOOL NO. 3," a plat in the City of Hillsboro, Washington County, Oregon, filed on December 31, 1979, in Book 49, of the Plat Records of Washington County, Oregon, at Pages 11 and 12, excepting there from Lots 168 and 169.

2.2 Annexations by Developer. On or before December 31, 1991, Developer, its successors and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of the development, provided that additions are in accord with the General Plan of Development prepared prior to the sale of any unit and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale. Such General Plan of Development shall show the proposed additions to the Property and contain:

(1) A general indication of size and location of additional development stages and proposed land uses in each;

(2) The approximate size and location of common properties proposed for each stage;

(3) The general nature of proposed common facilities and improvements;

(4) A statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and

(5) A schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within this scheme. Unless stated therein, such General Plan shall not bind the Developer, to adhere to the General Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

Improvements installed by Developer in such annexed areas shall be consistent with the initial improvements installed by Developer in the initial development with respect to quality of construction.

2.3 Other Annexation. Notwithstanding the foregoing, additional lands may be annexed to the initial development pursuant to an affirmative vote of two-thirds (2/3) of each class of members voting in person or by proxy at a regular meeting of the Association or a meeting duly called for this purpose.

2.4 Method of Annexation: The annexation of any such real property shall be accomplished as follows:

(a) The holder or holders of such real property shall record a supplemental declaration which shall be executed by or bear the approval of the owner of such property, and Developer in the case of an annexation pursuant to Section 2.2, and the certificate of the president or secretary of the Association if the annexation is pursuant to Section 2.3. the supplemental declaration shall, among other things, describe the real property to be annexed, establish any additional or different limitations, restrictions, covenants and conditions which are intended to be



applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. Unless approved pursuant to Section 12.1 hereof, such supplemental declaration shall not revoke, modify or add to the covenants established by this Declaration applicable to the property described in Section 2.1 above.

(b) The property included by any such annexation shall thereby become a part of the Property, the supplemental declaration with respect thereto shall become a part of this Declaration, and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property. Upon recording of this supplemental declaration, voting rights in the Association shall accrue to Owners of annexed Units.

2.5 Merger. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

### ARTICLE III

#### DESIGNATION OF AREAS

3.1 Private Areas. Those lots described in the attached Exhibit A as shown on the Plats of “JACKSON SCHOOL,” “JACKSON SCHOOL NO. 2” and “JACKSON SCHOOL NO. 3,” shall constitute private areas within the meaning of this Declaration.

3.2 Common Areas. The area described as Tracts A, B, C, D, E, F, G, H, I, J, K, L, M and N on the Plats of “JACKSON SCHOOL,” “JACKSON SCHOOL NO. 2” and “JACKSON SCHOOL NO. 3,” shall constitute common areas within the meaning of this Declaration.

### ARTICLE IV

#### PROPERTY RIGHTS IN COMMON AREAS

4.1 Owner’s Easements of Enjoyment. Subject to the provisions of Section 4.3, every Owner and his invitees shall have a right and easement of enjoyment in and to the common areas, which easement shall be appurtenant to and shall pass with the title to every unit.

4.2 Title to the Common Areas. Title to the common areas in the initial development shall be conveyed to the Association by Developer, free and clear of liens and encumbrances, when determined by Developer, but in any event prior to the date on which Class B membership in the Association ceases and is converted to Class A membership. Title to the common areas in any property subsequently annexed to the Property shall be conveyed to the Association, free and clear of liens and encumbrances, when determined by the Developer, but in any event not later than the later of the fourth anniversary of the date of annexation, or the date on which class B membership in the Association ceases and is converted to Class A membership.

4.3 Extent of Owners' Rights. The rights and easements of enjoyment in the common areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) Easements. Developer grants to the Association for the benefit of the Association and all Owners of units within the Property the following easements over and upon the common areas:

- i. An easement on all common areas for installation and maintenance of sewer, drains, power, water and other utility and communication lines and services initially installed by Developer and by such easement shown on the Plats.
- ii. An easement for vehicular access across established driveways and roadways within the Property and to adjacent areas.
- iii. An easement for construction, maintenance, repair and use of common areas including common facilities thereon.
- iv. An easement for the purpose of making repairs to existing structures.
- v. So long as Developer owns any unit, as easement to Developer to construct and repair common facilities located on the common areas, and an easement to Developer in order to carry out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Developer as model units, and the right to maintain a sales office in the Recreation Building on Tract D of JACKSON SCHOOL during the construction and sales period of this project.

Developer or the Association may grant or assign such easements to municipalities or other utilities performing utility services, and the Association may grant free access thereon to police, fire and other public officials and to employees of utility companies serving the Property.

(b) Use of the Common Areas. The common areas shall not be platted or otherwise divided into parcels for residential use.

(c) Alienation of the common Areas. The Association shall not be act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas owned directly or indirectly by the Association for the benefit of the units unless at least 75 percent of the Class A Association members and the Class B member, if any, have given their prior written approval. This provision shall not apply to the easements described in 4.3 (a), not to mortgages or other liens as provided in 4.3 (d) iv. Any change in use of the common areas arising from dedications or such transfers must be approved by the City of Hillsboro.

(d) Limitation on Use. Use of the common areas by the Owners shall be subject to the provisions of this Declaration and to the following:

i. The right of the Association to suspend the voting rights and enjoyment rights of an Owner for any period during which any assessment against his unit remains unpaid; and, after reasonable notice and opportunity to be heard, for a period not to exceed sixty (60) days for any infraction of the use restrictions contained in this Declaration or its published rules and regulations.

ii. The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the common area.

iii. The right of the Association, through its Board of Directors, to adopt, amend and to repeal rules and regulations in accordance with Section 5.1 (k).

iv. The right of the Association, in accordance with these Articles and Bylaws, to borrow money for the purpose of improving the common areas and in aid thereof to mortgage such common areas.

v. The right of the Developer and Association to take such steps as are reasonably necessary to protect the common areas against foreclosure.

4.4 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE V

### PROPERTY RIGHTS IN PRIVATE AREAS

5.1 Use and Occupancy. The Owner of a unit in the Property shall be entitled to the exclusive use and benefit of such unit, except as otherwise expressly provided in this Declaration, but his unit shall be bound by and he shall comply with the following and all other provisions of this Declaration for the mutual benefit of all owners of the Property.

(a) Architectural Review by Committee. No building or other structure shall be commenced, erected or maintained upon the Property, 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, landscaping and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography, and as to the preservation of useable solar access to surrounding lots when economically and architecturally practicable, 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, such design is deemed approved.

(b) Signs. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to the public view on any building or building site on said property except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period.

(c) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose.

(d) Garbage and Refuse Disposals. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(e) Nuisance. No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) Temporary Structures. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

(g) Antennas, Satellite Dishes. Exterior antennas, satellite receiver and transmission dishes, microwave aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation or any solar collector panels or equipment may not be erected, constructed or placed on any Unit, except in accordance with rules adopted by the Board of Directors under Section 5.1(k) of this Declaration.

Subject to any regulations issued by the Federal Communications Commission (AFCC®) or any other applicable governmental authority or any law, the Board shall adopt by resolution rules governing the installation, safety, placement and screening of antennas, satellite receiver and transmission dishes and other communication devices

described in this section. The rules may not unreasonably delay or increase the cost of installation, maintenance or use of equipment and devices or:

(i) Preclude reception of a signal or acceptable quality of transmissions; or

(ii) Restrict the orientation or use of a solar energy system on the Unit in a manner that impairs the effective operation of the solar energy system.

(h) Parking and Storage of Equipment. Boats, trailers, truck-campers, motor homes and like equipment shall not be parked or stored on any part of any unit nor on public ways adjacent thereto unless such equipment is wholly confined in an enclosed portion of the building allowed on said unit except as follows:

(i). Equipment owned, rented, borrow or otherwise under the control of the occupants of the unit shall be allowed to be parked in the driveway servicing the dwelling or on public streets adjacent thereto for the purpose of repairs, maintenance and convenience of ingress and egress to a permanent storage area for a period not exceed five (5) days in any one twenty (20) day period.

(ii). Equipment owned by others who are guests of the occupants of a unit shall be allowed to be parked in the driveway servicing the dwelling or on public streets adjacent thereto for a period not to exceed fourteen (14) days in any one thirty (30) day period.

(i) Insurance. Nothing shall be done or kept in any unit or common area which will increase the cost of insurance on the units or common areas. No Owner shall permit anything to be done or kept in his unit or in the common areas which will result in cancellation of insurance on any unit or any part of the common areas.

(j) Leasing and Rental of Units. No Owner may lease or rent his entire unit or less than his entire unit for a period of less than 30 days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the rules and regulations, the board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his unit.

(k) Association rules and Regulations. In addition, the Association Board of Directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and the common areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Such action may be modified by vote of not less than seventy-five percent (75%) of each class of members present, in person or by proxy, at

any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all units from the date of delivery.

(1) Residential Purposes; Commercial Activities Prohibited. Except as provided in Subsections (ii) and (iii) below, a Unit may only be used for single family residential purposes.

(ii) An Owner or occupant may operate a business from a Unit without the consent of the Board of Directors provided the business is limited to the following activities:

(1) Maintaining a professional personal library.

(2) Keeping personal, business, or professional records or accounts.

(3) Handling personal, business, or professional communications.

(4) Conducting activities relating to the sale of a Unit or the rental or leasing of a Unit as permitted under this Declaration.

(5) Occasionally conferring with business or professional associates, clients, or customers, at a Unit.

(6) Subject to compliance with applicable local ordinances or regulations, using the Unit as an “office” provided clients, customers, and employees do not regularly visit the “office.”

(7) Subject to compliance with applicable local ordinances or regulations, using a single room in the Unit as a studio or workshop provided no aspects of the business activities can be seen, heard or smelled from the exterior of the Unit, all activities are conducted solely within the confines of the Unit, and clients, customers, and employees do not regularly visit the studio or workshop.

No other trade, craft, business, profession, commercial or similar activities of any kind may be conducted from any Unit or on any other portion of the Property without the consent of the Board of Directors in accordance with Subsection (iii) of this section.

(iii) An Owner may submit a written request to the Board of Directors for approval to conduct commercial activities not otherwise

permitted under this section. The Board, in its sole discretion, may permit an activity only if:

- (1) The type of activity will not unreasonably disturb other Owners or occupants.
- (2) The activity is not in violation of any law or regulation or ordinance of the local governing body.
- (iv) The Board may adopt an application and approval procedure and other rules necessary to implement this section.

5.2 Encroachments. Each unit shall have an easement over the common areas, and common areas shall have an easement over each unit for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhand or projection. There shall be valid easements for the maintenance of the encroaching units and common areas so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. The encroachments described in this paragraph shall not be construed to be encumbrances affecting the marketability of title to any unit.

## ARTICLE VI ASSOCIATION

Developer shall organize an association of all the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name “Jackson School Owners Association,” or such similar name as Developer shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

6.1 Organization. Developer shall, before the first unit is conveyed to an Owner following recording of this Declaration, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at anytime dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In the event all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if

they had been made to constitute the governing documents of the unincorporated association.

6.2 Membership. Every Owner of one or more units within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more units within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.3 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each unit owned. The Class b membership shall cease and be converted to Class A membership on December 31, 1988.

6.4 Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

(a) The powers, duties and obligations granted to the Association by these covenants.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.

(c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changed in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

6.5 Liability. Neither the Association nor any officer or member of its Board of Directors nor any member of its Architectural Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors or Architectural Committee, provided only that the officer, Board member or member of the



Architectural Committee has acted in good faith on accordance with the actual knowledge possessed by him.

6.6 Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners and to all mortgagees of Units who have requested the same within 90 days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners and such mortgagees. Upon written request, any holder, insurer or guarantor of a first mortgage shall be entitled to an audited financial statement for the immediately preceding fiscal year at the expense of the Association.

6.7 Availability of Records. Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, other rules concerning the Property, and the books, records and financial statements of the Association.

## ARTICLE VII

### INSURANCE

7.1 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:

#### 7.1.1 Property Damage Insurance.

(a) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and “all risk” endorsements, and such other coverage’s as the Association may deem desirable. Notwithstanding the foregoing, the Association shall obtain, maintain and pay for a policy or policies of such insurance covering the common areas.

(b) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of common areas (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

(c) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common areas and all personal property and supplies belonging to the Association.

(d) Such policy or policies shall name the Association as insured and shall provide for loss payable in favor of the Association.

### 7.1.2 Liability Insurance.

(a) The Association shall maintain comprehensive general liability insurance coverage insuring the Association, the Board of Directors, the Owners and the managing agent, 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 contract 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.

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

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

7.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

### 7.1.4 Fidelity Bonds.

(a) The Association shall maintain blanket fidelity bonds 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, such agent shall maintain fidelity bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

(b) The total number of fidelity bond coverage required shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or management agent, as the case may be, at any given time during the term of such bond. In no event, however, may the aggregate amount of such bonds be less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

(c) Such fidelity bond shall name the Association as obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The bonds shall provide that they may not be cancelled or substantially modified

(including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("FNMA").

7.1.5 Insurance by Unit Owners. Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 7.1.1 above and against his liability not covered under Section 7.1.2 above, unless the Association agrees otherwise.

7.2 Other Insurance Requirements. Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to FNMA which falls into a financial category, as designated in Best's Key Rating Guide, of Class VI or better.

(b) All property insurance policies shall contain endorsements providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against Owners individually, that the insurances is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and that the policy is primary in the event the Owner has other insurance covering the same loss.

(c) For purposes of this article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against FNMA, the designee of FNMA, or the Association or Owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA or Owners from collecting insurance proceeds.

(d) All policies required by this article shall provide that they may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association.

7.3 Optional Provisions. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

(a) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverage's against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, flood, host liquor liability, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include an Agreed Amount an Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

7.4 FNMA and GNMA Requirements. Notwithstanding any other provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for planned unit development projects established by FNMA and Government National Mortgage Association, so long as either is a mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by FNMA or Government National Mortgage Association.

## ARTICLE VIII

### MAINTENANCE, MANAGEMENT AGREEMENT, UTILITIES

#### 8.1 Maintenance.

8.1.1 Exterior Maintenance. Each owner shall at his or her expense maintain and repair his or her unit in good condition, including by not limited to the painting, repair, replacement and care for patios, porches, gutters, downspouts, exterior walls and building surfaces, windows, doors, other glass surfaces, roofs, the foundation, and other structural elements of his or her unit, and the landscaping of his or her unit. Any maintenance or repair significantly changing the external appearance of the unit, but not including replacement of a roof or painting of exterior walls, shall not be performed except following approval pursuant to section 5.1(a) of this Declaration.

8.1.2 Maintenance and Lighting of Common Areas. The Association shall provide exterior lighting for and perform all maintenance upon the common areas and the improvements located thereon, including but not limited to recreational structures, grass, trees, walks, private drives, parking areas and roads.

8.1.3 Maintenance of Utilities. The Association shall perform or contract to perform maintenance of all utilities, such as sanitary sewer service lines, domestic water service lines and storm drainage lines located in the common areas.

8.2 Management Agreements and Service Contracts. The Association may enter into a Management and Maintenance Agreement with a professional management firm either alone or in a common management arrangement with other owners or associations in the area. Any such management agreement shall be terminable by the Association for cause upon thirty (30) days' written notice, and by either party without cause and without payment of a termination fee on ninety (90) days' or less notice. The term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any other contract providing for services of

Developer may not exceed one year and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

8.3 Contracts Entered into by Developer or Prior to Termination of Class B Membership. Notwithstanding any other provision of this Declaration, any leases or contracts (including management contracts, service contracts and employment contracts) entered into by the Developer or the Board of Directors on behalf of the Association prior to termination of the Class B membership shall have a term of not in excess of three years. In addition, any such lease or contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not more than 90 days' notice to the other party given at any time after termination of the Class B membership.

8.4 Damage or Destruction by Casualty. In the event of damage or destruction which affects a material portion of the project, timely written notice shall be given to the unit owners and the following provisions shall apply:

(a) In the event of damage or destruction by casualty of structures erected on the common areas, the damage or destruction shall be repaired, reconstructed, or rebuilt unless, within fourteen (14) days of such damage or destruction, the board of directors or more than ten percent (10%) of the owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless unit owners holding eighty percent (80%) of the voting power of the Class A membership, whether in person, by writing, or by proxy, with the approval of mortgagees if and as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. In the event any portion of the insurances proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed common area, the Association shall deposit such sums in the Maintenance Fund or apply these sums to such capital improvements as shall be authorized pursuant to Sections 9.2 and 9.3 of this Declaration.

(b) If, due to act or neglect of an Owner or a member of his or her family or his or her household pet or of a guest or other unauthorized occupant or visitor of such Owner, damage shall be caused to the common area or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs or replacements as may be determined by the Association, to the extent not covered by the Association's insurance.

8.5 Condemnation. If any portion of the common areas is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each mortgagee and any eligible mortgage insurer or guarantor. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority

for acquisition of any portion of the common areas and each Owner appoints the Association to act as his other attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking of common areas shall be payable to the Association. Proceeds shall first be applied to restore or repair any remaining common area, including a structure on common area, which may be required to permit the continued enjoyment of such common area. Thereafter, the Association shall deposit such sums in the Maintenance Fund or apply these sums to such capital improvements as shall be authorized pursuant to Sections 9.2 and 9.3 of this Declaration.

## ARTICLE IX ASSESSMENTS

### 9.1 Regular Assessments.

9.1.1 Amount of Assessment. The Association Board of Directors shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current maintenance costs and future needs of the Association. The budget shall provide for an adequate reserve fund for the maintenance, repair and replacement of those common areas that must be replaced on a periodic basis.

9.1.2 Method of Payment. The Association Board of Directors may fix a regular flat assessment upon a monthly, quarterly or annual basis. The Board shall advise each Owner in writing of the amount of assessments payable by him and furnish copies of each budget on which such assessments are based to all Owners and if requested, to their mortgagees.

9.1.3 Initial Contribution to Working Capital. At the time of closing of the initial sale of each unit, the purchaser shall make an initial contribution to the working capital of the Association equal to two months' regular association assessments for the unit. Such initial contributions shall be in addition to the regular monthly common expense assessment. Upon receipt, the Association shall place working capital contributions in a segregated account for the purpose of ensuring that the Association's Board of Directors will have cash to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. At any time following the termination of Class B membership, the Board of Directors may elect to pay the remaining balance of the working capital account, or any portion of such account, to any other account or accounts maintained by the association free of any restrictions imposed by this subsection 9.1.3.

### 9.1.4 Commencement of Regular Assessments.

(a) Regular monthly assessments for common operating expenses for units in the initial closing of the project shall commence upon closing

of the first sale of a unit in the initial development of a project, except that Developer may elect to defer commencement of assessments as to all units in the initial development until not later than December 31, 1988. Regular monthly assessments for common operating expenses for units in annexations to the project shall commence upon closing the first sale of a unit in such annexation to the project except that Developer may elect to defer commencement of such assessments as to all units in any annexation to the project until not later than the later of December 31, 1988 or the sale of not more than sixty percent (60%) of the units in such annexation to the project have closed. If Developer so elects to defer commencement of assessments for common operating expenses, Developer shall pay and be responsible for all common operating expenses of the initial development or such annexation to the project, as applicable, as they accrue, without cost or operating expense assessment to the other Owners of units in the initial development or such annexation, as applicable, until regular assessments for common operating expenses commence. Developer shall give 10 days' written notice to Owners prior to the commencement of regular assessments.

(b) Regular monthly assessments for reserves for units in the initial development of the project shall commence within sixty days after the recording of this Declaration, except that Developer may elect to defer commencement of assessments for reserves as to all units in the initial development until not later than December 31, 1988. Regular monthly assessments for reserves for units in annexations to the project shall commence within 60 days following annexation, but Developer may elect to defer commencement of such assessments for reserves as to all units in such annexation to the project until not later than December 31, 1988. Notwithstanding the foregoing, no regular assessment for reserves shall be assessed against a unit until both of the following conditions have been satisfied:

(1) Assessments for reserves commence generally with respect to units in the initial development or the same annexation, as applicable, pursuant to this Section 9.1.4(b);

(2) The first day of residential occupancy of such unit occurs, including but not limited to occupancy by lessees, renters, contract purchasers or fee owners.

On the date this Declaration is recorded and on each anniversary of the recording date until regular assessments for reserves commence with respect to the initial development of the project, Developer shall contribute a payment of \$200 to the Association's reserve fund.

9.2 Capital Improvement Assessments. The Association may elect to purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for the general use and benefit of all the members of the Association, and

for that purpose may impose a special assessment to be called a “Capital Improvement Assessment.” Any such assessment shall be levied equally against all of the units within the Property. Any action by the Association pursuant to this section shall be effective only if approved by the vote or written consent of the Class B member, if any, and not less than two-thirds of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

9.3 Notice and Quorum for any Action Authorized Under Section 9.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 9.2 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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.

9.4 Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly, quarterly or annual basis.

9.5 Maintenance Fund. The Association shall keep all funds received by it as maintenance assessments, together with any other funds received by it pursuant to this Declaration which are by the terms of this Declaration to be deposited in the Maintenance Fund, separate and apart from its other funds, in an account to be known as the “Maintenance Fund.” The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement, maintenance, supervision, repair and replacement of common areas including but not limited to:

(a) Payment of the cost of maintaining, supervising, repairing and replacing the common areas including improvements thereon.

(b) Payment of the cost of insurance as described in Article VII.

(c) Payment of taxes assessed against the common areas and any improvements thereon. The Association shall not be responsible for taxes on landscape easements.

(d) Payment of the cost of water, garbage and trash disposal and sewer service for the common areas.

(e) Payment of the cost of the other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

(f) In the event any condemnation of a portion of the common areas should result in a surplus in the Maintenance Fund not needed for payment of the other items described in this section, such surplus shall be divided by the number



of units on the Property and such amounts paid equally to the holder of any first mortgage or deed of trust on each unit, or if none, to the Owner of the unit.

9.6 Duty of the Board of Directors. The Board of Directors shall fix the amount of the regular assessment against each unit at least thirty (30) days in advance of each assessment period. Written notice of any assessment shall be sent to every Owner subject thereto and to any first mortgagee requesting such notice. The due dates shall be established by the Board of Directors. The Board of Directors shall cause to be prepared a roster of the units showing assessments applicable to each unit. The roster shall be kept in the Association office and shall be subject to inspection by any Owner or mortgagee during regular business hours. Upon demand, and for a reasonable charge, the Board of Directors shall furnish to any Owner or mortgagee a certificate in writing setting forth whether the assessments on such Owner's unit have been paid.

9.7 Creation of Lien and Personal Obligation of Assessments. Developer, for each unit owned by it within the Property, does hereby covenant, and each Owner of any unit by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration. Such assessments and charges, together with any interest, expenses and attorneys' fees imposed pursuant to Section 10.6, shall be a charge on the land and shall be a continuing lien upon the unit against which each such assessment or charge is made. Such assessment, charges and other costs shall also be the personal obligation of the person who was the Owner of such unit at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article X below.

9.8 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All property expressly dedicated to and accepted by a local public authority;

(b) The common areas;

(c) All other property owned by the Association; and

(d) when the commencement of residential occupancy has occurred for seventy percent (70%) of the units in the initial development or any annexation to the project, as applicable, each unit in the initial development or such annexation, as applicable, for which residential occupancy has not commenced shall thereafter be exempt from any assessments for common operating expenses until residential occupancy first occurs for such unit. For purposes of this subsection 9.8(d), residential occupancy shall include but not be limited to occupancy by lessees, renters, contract purchasers or fee owners.

## ARTICLE X

## ENFORCEMENT

10.1 Use of Common Areas. In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association or other rules adopted by the Association governing the use of common areas, then the Association, acting through its Board of Directors, shall notify the Owner in writing that the violations or nuisances exist and that he is responsible for them, and may, after reasonable notice and opportunity to be heard, (a) suspend his voting rights and right to use the common areas for the period that the violations or nuisances remain unabated, or for any period not to exceed 60 days for any infraction of its rules and regulations, and/or (b) enforce such provisions by a proceeding at lower equity. Nothing in this section, however, shall give the Association the right to deprive any Owner of access to and from his unit. In the event the Owner shall fail to pay any assessment within thirty days after it is due, the Association acting through its President, may suspend such Owner's voting rights and right to use the common areas until such amounts plus other charges under Section 10.6 are paid in full.

10.2 Nonqualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on his unit an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his unit, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his unit, the improvements thereon and his use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, within 60 days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to:

(a) After notice and opportunity to be heard, impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation.

(b) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

### 10.3 Default in Payment of Assessments; Enforcement of Lien.

10.3.1 Personal Obligation; Joint and Several. Each assessment, together with interest, late payment charges, fines, and collection costs as provided in Section 10.5 are the personal obligation of the Owner of the Unit and subsequent Owner as provided under the Oregon Planned Community Act. Each assessment is the joint and several obligation of the Owner or Owners of the Unit against which the assessment is levied.

10.3.2 Offset Prohibited. An owner may not claim an offset against an assessment for failure of the Association to perform its obligations. An Owner may not claim exemption from liability for contribution towards common expenses by waiver of Owner's use or enjoyment of any Common Areas or by abandonment by the Owner of the Owner's Unit.

10.4 Voluntary Conveyances; Liability When Unit Foreclosed; Deeds in Lieu of Foreclosure. Except as may be limited by a statement for prospective purchasers described under ORS 94.670, in a voluntary conveyance of a Unit, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Unit to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee. The liability for assessment when a purchaser obtains title to a Unit as a result of foreclosure of a first mortgage or trust deed when a deed in lieu of foreclosure is accepted by the holder of a first mortgage or trust deed is governed by the Oregon Planned Community Act.

10.5 Interest, Late Payment Charge and Collection Costs. If any assessment imposed or levied by the Association pursuant to the provisions of this Declaration, the Bylaws or the Oregon Planned Community Act is not paid within thirty (30) days after its due date, the assessment is delinquent and the Owner is obligated to pay:

- (a) Interest from the due date of the assessment or such other date as may be specified by resolution of the Board of Directors at a rate of twelve percent (12%) per annum, or at such other rate as may be established by resolution of the Board of Directors;
- (b) A late charge for each assessment not paid when due as may be established by a resolution of the Board of Directors, not to exceed twenty percent (20%) of the unpaid assessment; and
- (c) All expenses incurred by the Association in collecting unpaid assessments or in enforcing any provision of this Declaration, the Bylaws or rules and regulations, including without limitation: Attorney fees incurred by the Association (whether or not legal proceedings are instituted and including attorney fees at trial, in arbitration, on appeal or petition for review); and if a notice of lien is recorded, the costs associated with the preparation and recording of the notice of lien.

10.6 [This Section is intentionally left blank.]

10.7 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another 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 to the Association or the Owners.

## ARTICLE XI

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## ARTICLE XII

### MISCELLANEOUS PROVISIONS

12.1 Amendment and Repeal. 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 by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the units within the Property, together with the written consent of the Class B member if such membership has not been terminated as provided herein. To the extent required in Article XI, such amendment shall also require the prior written approval of certain percentages of holders of first mortgages on units in the Property. Any such amendment or repeal shall become effective only upon recordation of a certificate of the president or secretary of the Association 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.

12.2 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 25 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 the Owners thereof for successive additional periods of 10 years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the units within the Property and the written approval of sixty-seven percent (67%) of the institutional holders of first mortgages as required in Article XI. Any such termination shall become effective only if a certificate of the president or secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Deed Records of Washing County, Oregon, not less than one year prior to the intended termination date.

12.3 Joint Owners. In any case in which two or more persons share the ownership of any unit, 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 Association, 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.

12.4 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 his unit 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 himself.

12.5 Enforcement. The Association, or any Owner, or the owner of any recorded mortgage on any part of said property 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 or the right to do so thereafter.

12.6 No Right of Reversion. Nothing contained in this Declaration, or in any form of deed which may be used by Developer, or its successor and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Developer or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

12.7 Construction; Severability; Number; Caption. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, 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.

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

12.8 Notices and Other Documents. Any notice or other document permitted or required by these covenants may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Developer or the Association, 6800 SW 105<sup>th</sup>, Beaverton, Oregon 97005; if to an Owner, at the address given by him at the time of his purchase of a Unit, or at his Unit. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

**JACKSON SCHOOL HOMEOWNERS  
ASSOCIATION, INC.**

By: Susan G. Lawson  
President

By: Donna Merrill  
Secretary

**CERTIFICATION**

The undersigned President and Secretary of the Association hereby certify that the foregoing Second Amendment was adopted in accordance with the Declaration, Bylaws and ORS 94.585 of the Oregon Planned Community Act.

By: *Susan G. Lawson*  
President

STATE OF OREGON            )  
  ) ss.  
County of Washington    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2013, by Susan G. Lawson, President of **JACKSON SCHOOL HOMEOWNERS ASSOCIATION, INC.**, an Oregon nonprofit corporation, on its behalf.



*Christine D. Meier*  
Notary Public for Oregon

By: *Dorothy Merritt*  
Secretary

STATE OF OREGON            )  
  ) ss.  
County of Washington    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2013, by Dorothy Merritt, Secretary of **JACKSON SCHOOL HOMEOWNERS ASSOCIATION, INC.**, an Oregon nonprofit corporation, on its behalf.



*Christine D. Meier*  
Notary Public for Oregon

## **EXHIBIT A**

1. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 1, 1989 as Document No. 89-41623.
2. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 21, 1990 as Document No. 90-25634.
3. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 19, 1991 as Document No. 91051907.
4. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 27, 1992 as Document No. 92035950.
5. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on June 9, 1992 as Document No. 92039546.
6. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on June 17, 1992 as Document No. 92041604.
7. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on June 17, 1992 as Document No. 92041606.
8. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on June 18, 1992 as Document No. 92042239.
9. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 2, 1992 as Document No. 92061047.
10. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 10, 1992 as Document No. 92062902.
11. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 14, 1992 as Document No. 92063458.
12. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 14, 1992 as Document No. 92063460.



13. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 15, 1992 as Document No. 92063820.
14. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 15, 1992 as Document No. 92064024.
15. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 15, 1992 as Document No. 92064026.
16. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 15, 1992 as Document No. 92064031.
17. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 21, 1992 as Document No. 92065383.
18. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 25, 1992 as Document No. 92066806.
19. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 30, 1992 as Document No. 92068896.
20. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 5, 1992 as Document No. 92069810.
21. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 8, 1992 as Document No. 92070664.
22. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 23, 1992 as Document No. 92074846.
23. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 23, 1992 as Document No. 92074861.
24. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 28, 1992 as Document No. 92076163.

25. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 28, 1992 as Document No. 92076183.
26. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 2, 1992 as Document No. 92077831.
27. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 2, 1992 as Document No. 92077834.
28. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 3, 1992 as Document No. 92078016.
29. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 3, 1992 as Document No. 92078018.
30. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 6, 1992 as Document No. 92079373.
31. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 30, 1992 as Document No. 92084997.
32. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 30, 1992 as Document No. 92085372.
33. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 7, 1992 as Document No. 92087205.
34. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 7, 1992 as Document No. 92087208.
35. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 10, 1992 as Document No. 92088054.
36. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 10, 1992 as Document No. 92088058.

37. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 14, 1992 as Document No. 92089076.
38. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 24, 1992 as Document No. 92092300.
39. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 24, 1992 as Document No. 92092311.
40. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 13, 1993 as Document No. 93002635.
41. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 19, 1993 as Document No. 93003915.
42. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 27, 1993 as Document No. 93006708.
43. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 1, 1993 as Document No. 93008080.
44. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 3, 1993 as Document No. 93008659.
45. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 5, 1993 as Document No. 93009291.
46. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 5, 1993 as Document No. 93009456.
47. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 19, 1993 as Document No. 93012931.
48. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 3, 1993 as Document No. 93016007.

49. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 3, 1993 as Document No. 93016009.
50. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 11, 1993 as Document No. 93018540.
51. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 18, 1993 as Document No. 93020343.
52. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 26, 1993 as Document No. 93022614.
53. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 31, 1993 as Document No. 93024068.
54. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 13, 1993 as Document No. 93027631.
55. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 13, 1993 as Document No. 93027632.
56. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 19, 1993 as Document No. 93029762.
57. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 19, 1993 as Document No. 93029763.
58. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 11, 1993 as Document No. 93036889.
59. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 21, 1993 as Document No. 93039599.
60. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 24, 1993 as Document No. 93040003.

61. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 24, 1993 as Document No. 93040372.
62. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on May 25, 1993 as Document No. 93040808.
63. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on July 2, 1993 as Document No. 93052736.
64. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on July 19, 1993 as Document No. 93057473.
65. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on July 19, 1993 as Document No. 93057475.
66. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on July 19, 1993 as Document No. 93057479.
67. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on July 19, 1993 as Document No. 93057481.
68. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on August 3, 1993 as Document No. 93062451.
69. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on August 10, 1993 as Document No. 93065069.
70. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on August 31, 1993 as Document No. 93071562.
71. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 2, 1993 as Document No. 93072893.
72. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on September 20, 1993 as Document No. 93076747.

73. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 26, 1993 as Document No. 93088534.
74. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 26, 1993 as Document No. 93088542.
75. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 26, 1993 as Document No. 93088545.
76. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on October 26, 1993 as Document No. 93088547.
77. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 3, 1993 as Document No. 93091608.
78. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 3, 1993 as Document No. 93091612.
79. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 4, 1993 as Document No. 93091738.
80. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 8, 1993 as Document No. 93092500.
81. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 9, 1993 as Document No. 93093284.
82. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 9, 1993 as Document No. 93093286.
83. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 18, 1993 as Document No. 93096076.
84. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 18, 1993 as Document No. 93096078.

85. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 22, 1993 as Document No. 93097372.
86. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 22, 1993 as Document No. 93097376.
87. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 23, 1993 as Document No. 93097672.
88. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on November 23, 1993 as Document No. 93097678.
89. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 3, 1993 as Document No. 93101286.
90. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 3, 1993 as Document No. 93101289.
91. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 6, 1993 as Document No. 93101744.
92. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 6, 1993 as Document No. 93101748.
93. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 7, 1993 as Document No. 93101932.
94. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 15, 1993 as Document No. 93105291.
95. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 16, 1993 as Document No. 93105429.
96. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 16, 1993 as Document No. 93105435.

97. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 17, 1993 as Document No. 93105787.
98. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 21, 1993 as Document No. 93107009.
99. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 28, 1993 as Document No. 93108940.
100. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 3, 1994 as Document No. 94000435.
101. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 18, 1994 as Document No. 94005016.
102. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on January 26, 1994 as Document No. 94008607.
103. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 2, 1994 as Document No. 94010958.
104. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 3, 1994 as Document No. 94011341.
105. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 3, 1994 as Document No. 94011343.
106. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 3, 1994 as Document No. 94011345.
107. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 4, 1994 as Document No. 94012107.
108. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 7, 1994 as Document No. 94012204.



109. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 8, 1994 as Document No. 94012761.
110. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 14, 1994 as Document No. 94014741.
111. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 16, 1994 as Document No. 94015650.
112. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 28, 1994 as Document No. 94018721.
113. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 28, 1994 as Document No. 94018722.
114. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on February 28, 1994 as Document No. 94018723.
115. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 1, 1994 as Document No. 94019566.
116. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 2, 1994 as Document No. 94020042.
117. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on March 16, 1994 as Document No. 94025258.
118. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 4, 1994 as Document No. 94032028.
119. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 14, 1994 as Document No. 94036375.
120. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 27, 1994 as Document No. 94041399.

121. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 27, 1994 as Document No. 94041401.
122. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 27, 1994 as Document No. 94041404.
123. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 27, 1994 as Document No. 94041406.
124. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 28, 1994 as Document No. 94041717.
125. Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on April 28, 1994 as Document No. 94041718.
126. Supplemental Declaration to Declaration of Protective Covenants, Conditions and Restrictions for Jackson School recorded in Washington County, Oregon on December 31, 1996 as Document No. 96115634.
127. The Jackson School Plat, recorded in Plat Book 49, Pages 7 – 8.
128. The Jackson School Plat No. 2, recorded in Plat Book 49, Pages 9 – 10.
129. The Jackson School Plat No. 3, recorded in Plat Book 49, Pages 11- 12.
130. The Jackson School Plat No. 4, recorded in Plat Book 69, Pages 42 – 44.
131. The Jackson School Plat No. 5, recorded in Plat Book 71, Pages 27 – 29.
132. The Jackson School Plat No. 6, recorded in Plat Book 74, Pages 16 – 18.
133. The Jackson School Plat No. 7, recorded in Plat Book 78, Pages 10 – 12.
134. The Jackson School Plat No. 8, recorded in Plat Book 81, Pages 26 – 27.
135. The Jackson School Plat No. 9, recorded in Plat Book 82, Pages 24 – 27.
136. The Jackson School Plat No. 10, recorded in Plat Book 85, Pages 5 – 6.
137. The Jackson School Plat No. 11, recorded in Plat Book 87, Pages 36 – 38.
138. The Jackson School Plat No. 13, recorded in Plat Book 108, 37 – 42.