

# Covenants, Conditions & Restrictions

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We believe these are the correct conditions and restrictions.

However, no examination of the title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

# G L O C C A M O R R A

IN A PORTION OF THE SW 1/4 SECTION 8, T.1S., R.3E., W.M.  
MULTNOMAH COUNTY,  
JANUARY, 1974

WILSEY, 8 HAM  
PORTLAND, OREGON

## ACKNOWLEDGEMENT

STATE OF OREGON S.S.  
COUNTY OF MULTNOMAH

BE IT REMEMBERED THAT ON THIS 18 DAY OF January, 1974, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED FRED E. WEBER AND LOIS DUSENBERRY TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY THAT HE FRED E. WEBER IS PRESIDENT AND THAT LOIS DUSENBERRY IS SECRETARY OF THE MASON HILL CORPORATION, AND THE SEAL AFFIXED TO THE WITHIN INSTRUMENT IS THE OFFICIAL SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID FRED E. WEBER AND SAID LOIS DUSENBERRY DO ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.

Mary E. Little  
NOTARY PUBLIC IN AND FOR OREGON  
MY COMMISSION EXPIRES JUL. 3, 1974



## DEDICATION

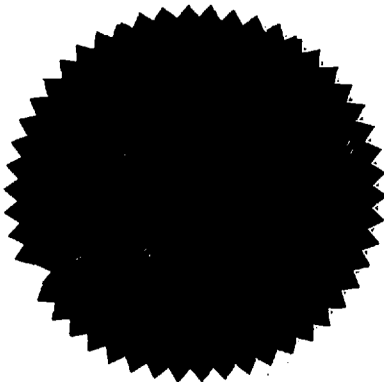
KNOW ALL MEN BY THESE PRESENT THAT THE MASON HILL CORPORATION, AN OREGON CORPORATION, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "GLOCCA MORRA" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN AND ALL STREETS AND AVENUES BEING OF THE WIDTHS THEREON SET FORTH, AND SAID MASON HILL CORPORATION DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLICWAYS FOREVER, ALL STREETS, AVENUES AND EASEMENTS SHOWN ON SAID MAP.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL.

"MASON HILL CORPORATION"

Fred E. Weber  
FRED E. WEBER - PRESIDENT

Lois Dusenberry  
LOIS DUSENBERRY - SECRETARY



## APPROVALS

APPROVED THIS 6TH DAY OF OCTOBER, 1976  
COUNTY ENGINEER  
MULTNOMAH COUNTY, OREGON

BY Clifford Johnson

APPROVED THIS 6TH DAY OF October, 1976  
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

BY Mary E. Little

William E. Conner  
CHAIRMAN

APPROVED THIS DAY OF 1976  
PLANNING COMMISSION  
MULTNOMAH COUNTY, OREGON

BY

FOR CHAIRMAN

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES  
AS PROVIDED BY O.R.S. 92-095 HAVE BEEN PAID  
AS OF October 8, 1976

HERBERT A. PERRY  
DIRECTOR, DIV. OF ASSESSMENT & TAXATION  
MULTNOMAH COUNTY, OREGON  
BY Herbert A. Perry  
DEPUTY

ATTEST:  
COUNTY RECORDING OFFICE  
MULTNOMAH COUNTY, OREGON  
BY Donald Seabury  
DEPUTY

APPROVED THIS 16TH DAY OF AUG, 1976  
PLANNING COMMISSION  
CITY OF GRESHAM, OREGON  
BY B.A. Webster

FOR CHAIRMAN

APPROVED THIS 29th DAY OF July, 1976  
CITY ENGINEER  
CITY OF GRESHAM, OREGON  
BY William E. Conner

Norman R. Jones  
NOTARY PUBLIC IN AND FOR OREGON  
MY COMMISSION EXPIRES 3/23/76



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
H. Robert Taylor  
OREGON  
JULY 1968  
G. ROBERT TAYLOR  
937

I HEREBY CERTIFY THAT THIS IS AN EXACT  
COPY OF THE PLAT OF "GLOCCA MORRA"

# SURVEYOR'S CERTIFICATE

[illegible]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF January 1974

Maney R. Just

NOTARY PUBLIC IN AND FOR OREGON  
MY COMMISSION EXPIRES 3/23/76

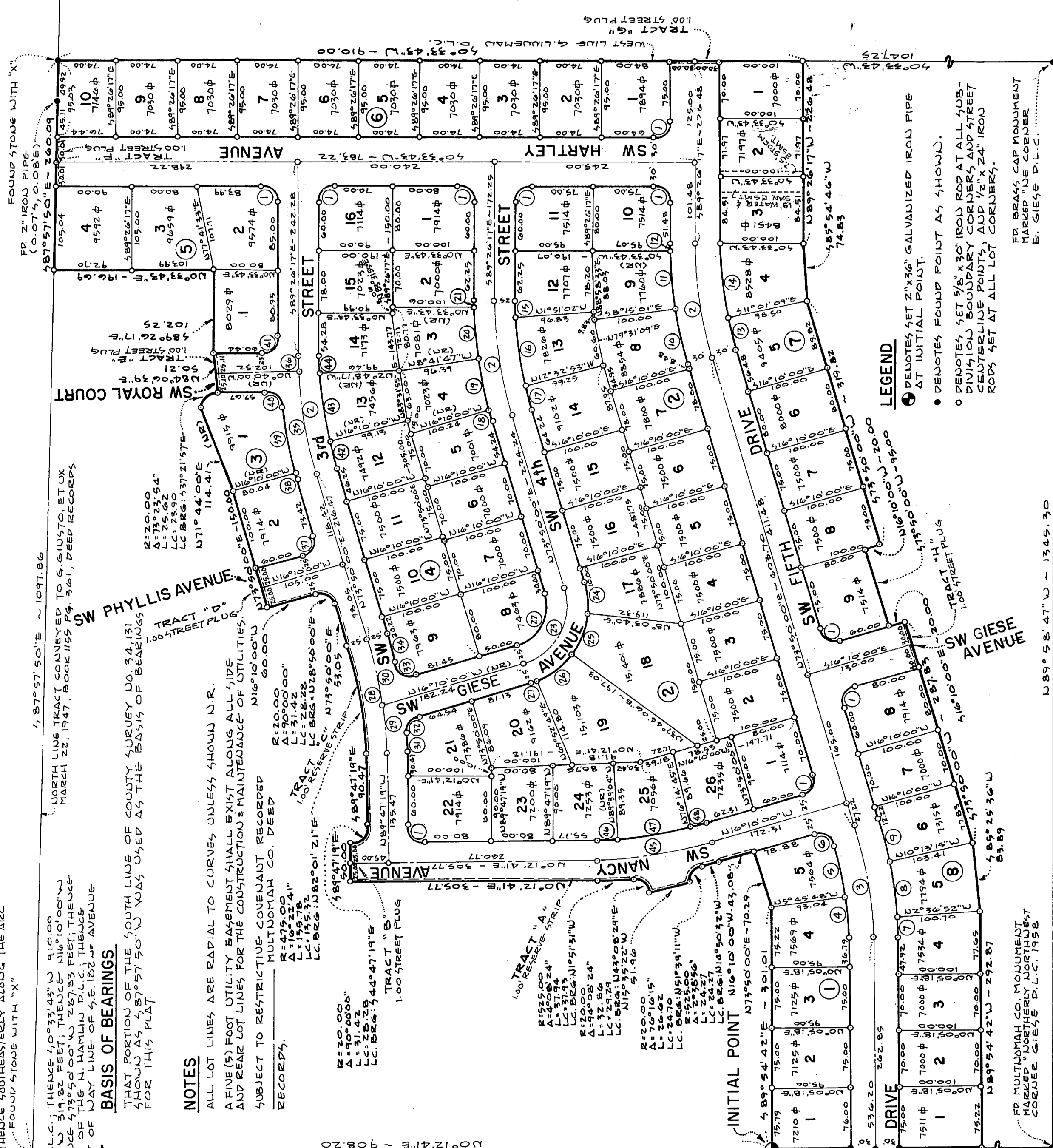
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*E. Robert Taylor*  
OREGON  
JULY 17, 1970  
G. ROBERT TAYLOR  
937

DISC. 8  
2.5 ECT. 8

# CURVE DATA TABLE

	NO.	R	Δ	L	LC	NO.	R	Δ	L	LC
1	20.00	90°00'00"	31.42	28.58	28	500.00	16°22'41"	142.93	142.54	LC
2	500.00	16°43'43"	145.98	145.47	29	500.00	9°36'55"	57.75	57.70	
3	500.00	16°15'18"	141.85	141.38	30	500.00	6°45'46"	85.20	85.20	
4	470.00	5°51'51"	68.00	67.98	31	525.00	2°36'06"	23.84	23.84	
5	470.00	8°08'28"	66.76	66.71	32	20.00	76°15'24"	26.61	24.69	
6	20.00	92°15'33"	32.21	28.84	33	20.00	94°11'10"	37.88	29.30	
7	530.00	2°42'09"	25.00	25.00	34	525.00	4°11'10"	38.36	38.35	
8	530.00	7°46'23"	70.36	70.31	35	500.00	16°41'53"	128.26	127.91	
9	530.00	5°26'45"	95.00	54.97	36	540.00	2°01'50"	17.72	17.72	
10	530.00	7°24'59"	73.23	73.17	37	20.00	90°00'00"	31.42	28.28	
11	530.00	7°53'38"	73.00	73.94	38	525.00	0°43'05"	6.58	6.58	
12	530.00	0°55'14"	8.51	8.51	39	525.00	94°21'36"	85.28	85.19	
13	470.00	5°08'51"	42.22	42.21	40	20.00	80°53'31"	29.50	26.90	
14	470.00	11°34'52"	95.00	94.84	41	20.00	88°46'17"	30.99	27.98	
15	475.00	2°24'45"	20.00	20.00	42	475.00	3°28'12"	28.77	28.76	
16	475.00	10°41'51"	88.68	88.56	43	475.00	10°23'46"	86.19	86.07	
17	475.00	3°37'07"	30.00	29.99	44	475.00	2°51'45"	23.73	23.73	
18	525.00	1°43'14"	15.77	15.77	45	500.00	16°22'41"	142.93	142.44	
19	525.00	7°04'52"	64.88	64.84	46	475.00	10°59'20"	24.78	24.78	
20	525.00	7°04'52"	64.88	64.84	47	475.00	10°58'36"	91.00	90.86	
21	525.00	0°56'45"	7.75	7.75	48	475.00	2°24'45"	20.00	20.00	
22	50.00	90°08'00"	78.54	70.71						
23	75.00	90°00'00"	117.81	106.07						
24	100.00	24°15'40"	42.28	41.97						
25	100.00	29°46'26"	51.79	51.31						
26	100.00	32°08'43"	56.10	55.37						
27	100.00	3°57'11"	6.90	6.90						



G 32-3

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**SURVEYOR'S CERTIFICATE**

I, DANIEL A. HOBBS, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MADED WITH PROPER MONUMENTS, THE LANDS REPRESENTED IN THE ANNEXED MAP OF GLOCCA MORRA, LOTS AND BLOCKS AS SHOWN AND AS THE INITIAL POINT I USE A 2" x 3/4" GALVANIZED IRON PIPE 6" BELOW THE SURFACE OF THE GROUND AT THE NORTHEAST CORNER OF LOT 12, BLOCK 10, GLOCCA MORRA, SAID INITIAL POINT BEARS EAST 643.58 FEET AND NORTH 246.01 FEET FROM A CROSS CAP IN CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE E. GIESSE D.L.C.; THENCE FROM SAID INITIAL POINT TRACING THE EASTERLY BOUNDARY OF "GLOCCA MORRA LOTS 10 THRU 13, BLOCK 7; LOTS 9 THRU 15, BLOCK 8; LOTS 7 THRU 11, BLOCK 10; LOT 11, BLOCK 12, NORTH 89° 10' 51" EAST 71.02 FEET; THENCE NORTH 14° 00' 00" EAST 157.55 FEET; THENCE SOUTH 86° 03' 41" WEST 9.02 FEET; THENCE NORTH 0° 33' 45" EAST 105.31 FEET; TO THE SOUTH LINE OF S.W. 6TH STREET; THENCE ALONG SAID SOUTH LINE SOUTH 89° 10' 11" EAST 3.45 FEET; THENCE NORTH 0° 33' 45" EAST 158.34 FEET; THENCE NORTH 81° 04' 00" EAST 3.82 FEET; THENCE NORTH 1° 00' 00" WEST 138.16 FEET; THENCE NORTH 10° 10' 00" WEST 61.32 FEET TO A POINT IN THE SOUTH LINE OF LOT 8, BLOCK 7 GLOCCA MORRA; THENCE NORTH 79° 41' 57" EAST 501.40 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 7 GLOCCA MORRA; THENCE NORTH 88° 09' 19" EAST 14.59 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 7 GLOCCA MORRA; THENCE SOUTH 89° 20' 15" EAST 156.50 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 7 GLOCCA MORRA; THENCE SOUTH 89° 20' 45" EAST 70.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 GLOCCA MORRA ON THE WEST LINE OF THE S. LINNEMAN D.L.C.; THENCE SOUTH 0° 33' 45" WEST 1047.40 FEET TO A CROSS CAP IN CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF THE E. GIESSE D.L.C., ALSO BEING THE INITIAL POINT AND NORTHEAST CORNER OF THE PLAT OF CEDARVILLE; THENCE TRACING THE NORTH LINE OF THE E. GIESSE D.L.C. NORTH 89° 58' 41" WEST 692.14 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 11 GLOCCA MORRA; THENCE NORTH 0° 33' 45" EAST 158.25 FEET TO A POINT ON THE NORTHEASTLY RIGHT-OF-WAY LINE OF S.W. 6TH STREET; THENCE ALONG SAID NORTHEASTLY LINE NORTH 89° 20' 17" WEST 11.09 FEET TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 10 GLOCCA MORRA; THENCE NORTH 0° 33' 45" EAST 90.97 FEET TO THE INITIAL POINT.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31 DAY OF May, 1987

*Richard P. Renner*  
RICHARD P. RENNER  
NOTARY PUBLIC - OREGON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
5/31/87  
OREGON

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
GLOCCA MORRA

DESCRIPTION: Lots 14 through 47, Block 7, Lots 1 through 6 and 13 through 32, Block 10, Lots 3 through 10, Block 11, GLOCCA MORRA, Multnomah County, City of Gresham, Oregon.

EXECUTED BY: Columbia Federal Savings Bank, a United States Corporation

TO: THE PUBLIC

THIS DECLARATION is made effective as of the 16<sup>th</sup> day of JULY, 1987 by Columbia Federal Savings Bank, a United States corporation ("Declarant").

1. PROPERTY COVERED

Declarant is the owner of the real property designated as Glocca Morra and described above, located in Multnomah County, Oregon, filed for record with the Clerk of Multnomah County, State of Oregon, in Book 4219, Page 10411.

2. DECLARATION

Declarant hereby declares that the property, and each lot, parcel, or portion thereof, is and shall be held, conveyed, occupied and improved subject to the following restrictions, covenants, limitations, easements, conditions and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the property, and to enhance the value, desirability and attractiveness of the property. The covenants, conditions and restrictions set forth herein shall, without further reference, be deed restrictions and run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Declarant, by any Grantee or his successors in interest.



### 3. AMENDMENTS, REPEAL

- 3.1 At and following the time that Declarant no longer holds a legal ownership interest in the GLOCCA MORRA subdivision, these CC&R's may be amended, repealed or modified by recordation of a written instrument executed by at least eighty percent (80%) of the lot owners in the subdivision, computed as of the date of recordation of such written instrument with each lot being deemed to have one owner for such purposes. All persons having any legal ownership of each lot must consent to such amendment, repeal or modification for the consent of that lot ownership to be effective.
- 3.2 So long as the Declarant holds a legal ownership interest in the GLOCCA MORRA subdivision, no amendment, repeal or modification of these CC&R's shall be permitted or accomplished unless the Declarant executes and records a written instrument adopting such amendment, repeal or modification.
- 3.3 So long as Declarant holds a legal ownership interest in the GLOCCA MORRA subdivision, Declarant shall have the right to amend these restrictive covenants when in Declarant's judgment such amendments will benefit the orderly development of the subdivision in a manner consistent with Declarant's development concept.

### 4. LAND USE

- 4.1 All building lots within GLOCCA MORRA shall be designated as residential lots. No building or other structures shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private, enclosed garage, and other structures incidental to residential use of the lot.
- 4.2 No residential lot and no buildings on any lot shall be used or occupied for other than single-family residential purposes, nor shall any building or any part thereof be used for apartments, for any business or manufacturing, for processing purposes, or for sale of intoxicating liquor.

### 5. ARCHITECTURAL CONTROLS

- 5.1 No building, fence, enclosure or recreational facility shall be erected, placed or altered on any building lot until the building plans, specifications, including exterior paint color, and plot plans showing the loca-

tion of such building have been approved in writing as conforming to and in harmony with external design of the existing subdivision structures, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee, composed of three persons who shall be designated by the Declarant. The architectural committee shall have full authority to approve or disapprove such design and location or to designate a representative with like authority.

- 5.2 Within fifteen (15) days after the plans are submitted to the committee, the plans shall be reviewed by the committee or its representative and the lot owner advised in writing as to the committee's decision. No construction on any structure shall commence without such approval. If any aspect of the proposed plan does not meet with Declarant's approval, the lot owner may revise and re-submit the plan. If no decision is received by the lot owner within 30 days from the date the plans are submitted, plans will be considered approved.
- 5.3 All residences must be completed within one year of the date of commencement of construction.
- 5.4 The powers and duties of the committee and its representative shall cease ten years from date of this instrument or when the Declarant no longer holds a legal ownership interest in any lot in GLOCCA MORRA subdivision, or when all lots are improved, or when the Declarant has completed all responsibilities it deems necessary for the review of site plans, building plans, landscape plans and the construction of residences. Thereafter, the approval described in this covenant shall not be required, unless, prior to dissolution of the committee, the record owners of a majority of the lots execute and record an instrument providing for an architectural committee or representative, in which event the committee or representative shall thereafter exercise the same powers previously exercised by the original committee.

#### 6. SETBACKS

- 6.1 No building shall be located on any residential lot within 20 feet from the front or rear lot lines; nor within 6-1/2 feet from any interior lot line; nor in the case of corner lots (when garage or driveway abuts the street), within 20 feet of the lot line; nor on the sideyard which abuts the other street, within 15 feet of

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the lot line. Setback distances shall be measured from the lot line to the foundation, but roof, eave, chimney and porch protrusions extending within the setback area shall not constitute a violation. On corner lots, the narrow frontage of the lot may be considered the front, regardless of the access to the improvements erected thereon. With reference to the frontage of such corner lots, the architectural committee or its representative shall have the authority to waive this requirement, if necessary due to the design of the house, to allow the narrow frontage to be on the side lot line.

- 6.2 In the event of a conflict between these CC&R's and the applicable building and zoning ordinances of the City of Gresham, the city's requirements shall apply.

#### 7. BUSINESS AND COMMERCIAL USES

No trade, business, professional or commercial activity of any kind shall be conducted on any lot; nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, services or business enterprise be kept or stored on any lot (builders, and/or Declarant during construction and sales of dwellings or lots, may maintain a model home, if properly maintained). No sales office will be permitted without written approval of Declarant.

#### 8. NUISANCES

- 8.1 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon any property or building lot and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of view. No grass clippings, leaves, dirt or other material from gardening or landscaping work shall be dumped onto driveways, parking areas or other lots or streets.
- 8.2 No noxious or offensive activities, whether by sight, sound or odor, shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes the enjoyment of the owners of other lots within the subdivision.



9. TEMPORARY STRUCTURES / MANUFACTURED HOMES

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary nature erected in the tract shall be used at any time as a residence, either temporarily or permanently. No pre-erected or new fabricated structures shall be placed or located upon the property, temporarily or permanently.

10. DWELLING SIZE

No residential building shall be erected which has a square footage area of less than 1,300 square feet for one-story houses or 800 square feet on the main floor of a two-story or story and one-half type house, or 1,300 square feet on the main floor and finished upper and lower level combined of a split-entry house or a 1,300 square feet in the "finished" main floor and upper level of a two-level house.

11. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of domesticated dogs, cats, or other customary domestic household pets may be kept provided they are not kept, bred or maintained for commercial purposes and provided they are controlled so as not to be a nuisance and are in compliance with all applicable laws and ordinances.

12. FENCES

All fences or enclosures shall be kept painted or stained and in good repair. Fences may not exceed a height of 6 feet, nor may they be located closer to the front lot line than the front building setback line. Fences shall be of a material and design which is in harmony with the house to which it is a part.

13. SIGNS

No signs shall be erected or maintained on any lot, with the following exceptions:

- 13.1 One sign indicating the name of the occupants of a residence, not exceeding 1-1/2 square feet in size, or
- 13.2 Temporary display of one "for sale" or "for rent" sign not exceeding 18 inches high and 24 inches wide by the lot owner, or
- 13.3 Temporary placement of "political" signs on a lot by the owner, or

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- 13.4 The temporary placement for not more than 72 hours of "garage sale" or a similar sign on the lot on which such sale is being conducted.
- 13.5 The placement of signs erected and maintained by Declarant on any lot or number of lots for the purposes of promoting the sale of lots or homes, so long as Declarant holds legal title to any lot or house in the subdivision.

If the provisions of any applicable law or ordinance governing signs are more restrictive than these provisions, the requirements of such law or ordinance shall take precedence.

14. SALES OFFICE

It shall not be a violation of any paragraph herein, for a tract sales office to be erected by and for Declarant and used for the purpose of implementing sales of lots and houses so long as there are residential building lots and/or houses in the subdivision to be sold. A building so used shall be maintained only so long as there are original unsold residential lots and/or residences remaining in the subdivision.

15. ANTENNAS, WIRES, UTILITIES

No outdoor overhead wires, TV dish, antenna or service drop for the distribution of electric energy or for telecommunication purposes or pole, tower or other structure supporting overhead outdoor wires will be erected, placed or maintained on any lot. All purchasers of lots, their heirs, successors and assigns shall use underground service wire to connect their premises and the structures built thereon to the underground electric or telephone facilities.

16. VEHICLE STORAGE

Parking or storage of boats, trailers, motorcycles, vans, trucks, campers, recreational vehicles, and like equipment for more than 48 hours shall not be allowed on any lot or part of the subdivision open to public view. All such vehicles must be stored in garage or in the side or back yard completely screened from public view and not extending beyond the front of the home, except that no vehicle shall be permitted within a garage if doing so will cause the owner's automobile to be parked outside of a garage.

#### 17. VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is inoperable or in an extreme state of disrepair or dismantled to be abandoned or to remain parked upon any lot, driveway or street in the subdivision for a period more than 48 hours.

#### 18. MAIL AND NEWSPAPER BOXES

Mail, newspaper or delivery boxes or receptacles shall be installed properly and maintained in good repair. The Declarant shall provide specifications for type, size and installation of mail and newspaper boxes under Section 6 herein.

#### 19. LANDSCAPING

19.1 Each lot shall have the front and side yards and parking strip graded and landscaped within 30 days of completion of construction. This time may be extended due to adverse weather conditions or other cause as determined by the Declarant.

19.2 Included in the landscaping must be street trees, e.g., oak, maple, london plane, 1-1/2" to 2" in caliper which will be planted not more than 30 feet apart in the parking strip. The abutting lot owner will be responsible for such planting on that lot and the care and maintenance of said trees.

#### 20. MAINTENANCE OF LANDSCAPING

The owner of each lot shall be responsible for the maintenance of the landscaping and plantings on his property and the abutting parking strip, which includes the area between the sidewalk and curb, to maintain a clean, well-tended appearance. This duty includes, but is not limited to, performing reasonable and proper weeding, irrigation, lawn mowing, maintaining of mulches and ground covers, controlling pests and plant diseases, cleaning, pruning, fertilizing and replacing destroyed or diseased plant materials.

#### 21. EXTERIOR MAINTENANCE

Each lot owner shall not allow the exterior of any residence or other building or structure on the owner's lot to fall into disrepair. Each lot owner shall paint, maintain and repair any residence, building or structure on that owner's lot in accordance with usual community standards for structures of similar type and style.

## 22. ENFORCEMENT OF LANDSCAPING AND EXTERIOR MAINTENANCE

If a lot owner fails to perform his duties of landscaping or exterior maintenance as set forth in paragraphs 19, 20, and 21, the Declarant or other property owner may give notice specifying the nature of the default or non-performance. If the default or non-performance is not remedied within 30 days, the Declarant or other property owner may enter upon the non-complying owner's premises and remedy such default or non-performance in whatever manner is in good faith deemed reasonable. The costs and expenses incurred shall be paid by the non-complying owner and may be impressed and enforced as a lien on his property if not paid.

## 23. STORM DRAINAGE SYSTEM

Owners of Lots 3, 4, 5, 6, 7, 8, 9, and 10, Block 11 and lots 14, 15, 16, 17, 18, 22, 23, 24, 25 and 47, Block 7, and Lots 1, 2, 3, 4, 5, 6, 14, 21, 22, 23, 24, 25, and 26, Block 10, shall install and at all times maintain on their respective properties a private storm drainage system which shall be connected to the common storm drainage system.

## 24. EASEMENTS: PUBLIC OR PRIVATE

Easements as shown on the subdivision plat shall be preserved and maintained by the respective lot owners. Each and every instrument of conveyance shall be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all land situate within 5 feet of side and rear lot lines of each lot for the installation and maintenance of water, gas, sewer, telephone and electric utilities and other services now or hereafter commonly supplied by public utilities, provided, however, that if any group of lots or fractions of same shall be developed as single residential building tracts prior to the application of use of the easement, the easement shall thereafter be located on an area within 5 feet of the side and rear lines. There shall be reserved, along all lot lines in this tract, a 3-foot easement for the purpose of drainage. The owner of any lot which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible. No structures of a permanent nature may be installed on any easement. Temporary improvements such as fences and landscaping will be permitted. If, however, it becomes necessary to remove any such improvements to permit installation, maintenance or repair of utilities or other service facilities located or to be located in the easement, the owner will be responsible for replacement of the improvement at his sole expense.

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## 25. ENFORCEMENT

25.1 If any GLOCCA MORRA property owner, their heirs, devisees, executors, administrators, successors and/or assigns shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for any person or persons owning any real property situated in GLOCCA MORRA, to which these restrictive covenants apply, to prosecute any proceedings at law or in equity against violating or attempting to violate any of these covenants and either to prevent that person from so doing or to recover damages for such violations, and any such resident or property owner shall be entitled to a decree permanently enjoining violators of the covenants herein set forth.

25.2 In any action, suit or proceeding to enforce any provision of this declaration or for the breach hereof, or to obtain declaratory relief concerning the provisions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees to be set by the judge or judges of the court (including attorney's fees in any appellate court) unless the judge or judges should determine it to be inequitable or unconscionable to assess such fees.

25.3 The remedies provided for herein shall be in addition to any other permissible remedies or rights of enforcement. All remedies and enforcement rights, unless inherently contradictory and mutually exclusive, shall be cumulative and may be exercised concurrently or consecutively.

## 26. NOTICES

Any notice required or permitted to be given to an owner shall be in writing, and may be given by personal delivery or by certified mail, return receipt requested, to the post office address of the residence or place of business of such owner. Mailed notice shall be deemed given two days after its deposit in the post office.

## 27. SEVERABILITY

If any covenant or provision of this declaration is declared invalid, illegal or unenforceable, all other covenants and provisions shall remain in full force and effect.

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28. TERM

This declaration and the provisions and covenants hereof shall remain in effect until revoked or amended in the manner provided for herein.

All conveyances of land situate in GLOCCA MORRA, made by the dedicators and by all persons claiming by, through or under them, shall be subject to the foregoing restrictions and conditions whether or not the same be expressed in the instrument of conveyance.

IN WITNESS WHEREOF, we have hereunder set our hand and seal this 16<sup>TH</sup> day of JULY, 1987.

COLUMBIA FEDERAL SAVINGS BANK

By: [Signature]  
Its: Vice President

STATE OF WASHINGTON )  
County of Chelan ) ss.

On this 16 day of July, 1987, personally appeared P. J. Bilaniko, who being duly sworn did say that he is the Vice President of COLUMBIA FEDERAL SAVINGS BANK, and that the seal affixed to the foregoing instrument is the corporate seal and said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]  
Notary Public for Washington  
My Commission Expires: 11-5-88

JUL 23 1987

JUL 23 1987



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STATE OF OREGON }  
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County.

1987 JUL 23 PM 2:40

RECEIVED  
MULTNOMAH COUNTY, OREGON

In Book On Page  
BOOK 2026 PAGE 2507

Witness my hand and seal of office at Multnomah  
Recorder of Conveyances

*on Dutton*  
Deputy

2011

JUL 23 1987

JUL 23 1987

OF  
GLOCCA MORRA HOMEOWNERS ASSOCIATION

## ARTICLE I

## PURPOSE

1. Name and Location: The name of this organization is GLOCCA MORRA HOMEOWNERS ASSOCIATION (hereafter the "Association:") and its duration shall be perpetual. Glocca Morra is located in Multnomah County, Oregon; its location and legal description is more specifically described in Section 2 of this Article. The principle office and mailing address of the Association is now located at 4020 SW 7th, Gresham, Oregon, 97030. Future principle office of the Association and mailing address shall be that of the subsequent presidents or thereof be as determined by the Board of Directors.

2. Legal Description: The legal description of the property subject to the CONSTITUTION AND BYLAWS (hereafter the "Bylaws") is attached as Exhibit "A". Such described real property, together with other real property, if any, annexed thereto and made subject to these Bylaws, shall constitute Glocca Morra residential community. This shall apply to any additions to the Glocca Morra Subdivision after September 23, 1982, (hereafter referred to as Glocca Morra Subdivision)

3. Purpose of the Association:

- a) To assist the land developer(s) in enforcement of all current deed and covenant restrictions (Declaration of

(1)

Conditions and Restrictions Glocca Morra) for the properties described in Article I, Section 2 of these Bylaws. It is not the intent of this Association to police the individual homeowners with regard to the adherence of the current deed and covenant restrictions.

b) To enhance the livability of the area by establishing and maintaining an open line of communication and liaison between the homeowners, government agencies and other neighborhoods.

c) To provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood.

d) To engage in any lawful activity for which such associations may be organized under Oregon Law, ORS Chapter 61.

4. Applicability of these Bylaws: The Association, all homeowners, property owners and all persons using Glocca Morra property shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

5. Membership: Membership in the Association shall be open to all residents and homeowners located within the boundaries of Glocca Morra Subdivision as defined in Article I, Section 2 of these Bylaws.

## ARTICLE II

1. Definitions: As used in these Bylaws the terms set forth below shall have the following meanings:

1.1 Association means the nonprofit organization formed to

(2)

serve as the Homeowners Association as provided in the Glocca Morra Homeowners Association Constitution and Bylaws.

1.2 Glocca Morra means the real property described in Exhibit A, attached to the Bylaws of the Association, including any property annexed thereto as provided in the Bylaws.

1.3 Homeowner means the person or persons holding the beneficial ownership of a "residential unit".

1.4 Residential Unit means a completed residential unit within Glocca Morra.

1.5 Glocca Morra Residential Community means Glocca Morra Subdivision, as defined by Article I, Section 2.

1.6 Member means and refers to every person or entity who holds membership in the Association established hereunder.

1.7 Voting Interest means the right to cast one vote with respect to each residential unit belonging to the same owner, such owner is still entitled to only one vote.

1.8 Hardship Waiver means the deferment of payment of dues, as granted by the Board of Directors of the Association.

#### ARTICLE III

1. Dues and Assessments: For the purposes of financing the activities of the Association, it is hereby declared that all the homeowners within the property, as described in Article I of the Bylaws, will be annually assessed, or charged, at an initial rate of twenty-four dollars (\$24.00) per lot. The activities of the Association may include, but not be limited to, the following: legal fees, document fees, printing and postage costs and

(3)

community improvement. This annual assessment shall be referred to as "annual dues". The annual rate may be increased or decreased in any one year in an amount not to exceed two dollars (\$2.00) over the rate in effect for the year immediately preceding. The annual assessment, and the rate therefor, can be imposed only by affirmative vote of a majority of the Board of Directors for any year after the initial year ending March 31, 1988. Such annual assessments, or dues and the rate thereof, shall be proposed by the Board of Directors at its meeting held in conjunction with the Annual Meeting (Spring) of the members of the Association to be held in March, and shall be due and payable on or before the 31st day of May succeeding and if not then paid, shall thereafter be delinquent and the member will forfeit voting interest until current yearly dues are paid in full. The Board of Directors may grant a hardship waiver, provided that the request is submitted in writing and contains sufficient information as to the need and is received before the 31st day of May. Dues will be pro-rated for new members based on current monthly/yearly rate.

2. Fund Raising: Activities to raise funds may be organized and held as deemed appropriate by the Board of Directors.

#### ARTICLE IV

##### MEETINGS OF THE ASSOCIATION

1. Place of Meeting: The Association shall hold meetings at such suitable place convenient to the homeowners as may be designed by the Board of Directors.

(4)

2. General Meetings: (Annual and Semi-annual meetings)

Commencing in the year 1987, the Association will hold two meetings yearly. The first Annual Meeting (Spring) of the Association shall be held in the first week of March, and the second Semi-annual Meeting (Fall) of the Association shall be held in the third week of September. The first Annual Meeting shall be for the purpose of discussion and adoption of the Bylaws; and for the transaction of such other business as may properly come before the meeting.

3. Special Meetings: Special meetings of the Association may be called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from at least twenty-five percent (25%) of the homeowners having voting interests, stating the purpose of the meeting. Business shall be confined to the purpose stated in the Notice.

4. Notice of Meetings: Notice of all general and special meetings of the Association, stating the date, time, place and objective for which the meeting is being called, shall be given by the President or Secretary. Such notice shall be in writing and mailed to each homeowner at his/her place of address, as it appears on the books of the Association, not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Members may be notified of emergency meetings informally.



5. Voting Interests: Each homeowner shall have one vote at Association meetings, consistent with all provisions of these Bylaws.
6. Proxies: A vote may be cast in person or by proxy. A proxy given by a holder of voting interest to any person who represents such holder at meetings of the Association shall be in writing and signed by the homeowner, and shall be filed with the President or Secretary. The proxy shall be invalid after the meeting for which it was solicited.
7. Agenda: Subject to the approval of the Board of Directors, the President shall prepare the agenda for all general and special meetings of the Association. Any person may add an item to the agenda by submitting the item in writing to the Board of Directors at least seven (7) days in advance of the meeting. An item may be added to the agenda at the meeting through proposal of a motion. Adoption of the motion requires a second and majority vote.
8. Quorum of Owners: A quorum for any general or special meeting of the Association shall be the number of members in attendance. Unless otherwise specified in these Bylaws, decisions of the Association shall be made by a majority vote of those members present at the meeting. The vote of fifty-one percent (51%) or more of the voting interest present in person or by proxy shall constitute a majority vote.
9. Participation: Any general, special, board or committee meeting shall be open to any person. However, only those eligible for membership are entitled to vote. All actions or

recommendations of the general, special board or committee meeting shall be communicated to all affected parties through an Association Newsletter to be prepared by the Secretary and approved by the Board.

10. Order of Business: The order of business at the Annual and Semi-Annual Meetings of the Association shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting.
- c. Reading of minutes of preceding meeting.
- d. Report of officers, if any.
- e. Report of committees, if any.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

The Association shall follow Roberts Rules of Order (Revised) in all areas not covered by the Constitution and Bylaws.

#### ARTICLE V

##### BOARD OF DIRECTORS

1. Number and Composition: The activities of the Association shall be governed by a Board of Directors (hereafter the "Board") composed of nine (9) persons. The directors shall be homeowners representative of Glocca Morra.

2. Election of Directors:

2.1 Tenure: The nine (9) Directors will hold terms of office consistent with the position number to which elected (or

initially appointed in 1987), as follows:

<u>Position number</u>	<u>Term of Office</u>
Position Number 1: Ron White	2 Year (3/89)
Position Number 2: Tom Kimzey	2 Year (3/89)
Position Number 3: Don McGinniss	2 Year (3/89)
Position Number 4: Jim Card	2 Year (3/89)
Position Number 5: Keith Yelton	2 Year (3/89)
Position Number 6: Lori Opoka	1 Year (3/88)
Position Number 7: Leonard Black	1 Year (3/88)
Position Number 8: Tom Whaley	1 Year (3/88)
Position Number 9: Donna Evans	1 Year (3/88)

The Board of Directors will serve 2 year terms, with the exception of the first year. Positions 6 through 9 will serve 1 year terms initially.

2.2 Election: The first successor election shall take place at the 1988 Annual Meeting (Spring) of the Association through nomination and balloting (election).

3. Vacancies: The board shall fill any vacancy by a vote of the majority of the remaining Directors. A member appointed to fill a vacancy shall serve the remainder of the unexpired term and until his/her successor is elected or appointed.

4. Removal of Directors: At any general or special meeting of the Association duly called, any one, or more, of the Directors may be removed with cause by a majority vote of the voting interests present in person or by proxy, and a successor shall be

elected at that meeting. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

5. Powers and Duties: The activities of the Association shall be managed by the Board in the interim between general meetings. The Board shall be accountable to the membership; shall seek the views of those affected by any proposed policies, actions or reactions before adopting any recommendations on behalf of the Association; and shall strictly comply with these Bylaws. A member of the Association may not independently represent the Board or Association with regard to enforcement of covenances or these Bylaws.

5.1 President (1 year term): The President shall prepare the agenda and preside at all meetings of the Board and membership; shall appoint members of committees not elected, with a majority approval of the Board.

5.2 Secretary (1 year term): The Secretary shall keep minutes of all meetings; shall be responsible for all correspondence of the Association with approval from the Board.

5.3 Treasurer (1 year term): The Treasurer shall be held accountable for all funds and shall give an accounting at each general meeting, shall receive, safe-keep and disburse the Association funds, however such disbursement shall require the signature of the President or in his/her absence, another Board member.

6. Board Meetings: The Board shall meet at least fourteen (14) days prior to any general or special meeting and at any other time

the President may designate. The Board shall meet after the Annual Meeting (Spring) to elect officers. These meetings shall be open however, only the Board shall be entitled to vote. Directors shall be notified of board meetings in writing or by telephone. A majority of board members, by signed petition, may call a board, general or special meeting.

#### ARTICLE VI

##### DECLARATION AND CONSENT

1. The original declaration and consent to formation of the Association by a majority of the residential homeowners is attached as Exhibit "B". The address of the initially established office of the Association is: 4020 SW 7th, Gresham, Oregon, 97030 and the name of its initial President at such address is: Donna Evans.

#### ARTICLE VII

1. Committees: The need for committees will be established by the President, with approval from the Board, and will be discussed at the general meetings (or at a special meeting, if necessary). The President, with approval from the Board, by rotation, will appoint a Clean-up Committee at the Annual Meeting (Spring) to maintain all formal entrances to Glocca Morra. The President will appoint a chairman to organize and coordinate all committees, and the activities of all committees.

#### ARTICLE VIII

##### OFFICERS

(10)

1. Designation: The principle officers of the Association shall be the President, Secretary and Treasurer; mandatory positions that can be held only by a person holding a voting interest.
2. Election of Officers: The officers of the Association shall be elected annually (Spring) by the Board of Directors. If any office shall become vacant, the Board shall appoint a successor to fill the unexpired term.
3. Removal of Officers: Upon the affirmative vote of the majority of the Directors, any officer may be removed and his successor shall be elected at any meeting (general or special) of the Board called for such purpose.

#### ARTICLE IX

1. General Records: The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of meetings of the Board and minutes of the meetings of the Association. The Board shall maintain a list of owners entitled to vote at meetings of the Association.

#### ARTICLE X

##### AMENDMENTS TO BYLAWS

1. How Proposed: Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by twenty-five percent (25%) of the voting interest. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.



2. Adoption: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the holder of a voting interest and may be approved at a meeting called for this purpose. Holders of voting interest not present at the meeting considering such amendment may express their approval in writing or by proxy. Such resolution must be approved by sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the voting interest present.

3. Execution and Recording: An amendment shall not be effective until certified by the President of the Association and until recorded in the minutes of the meeting considering such amendment.

#### ARTICLE XI

##### MISCELLANEOUS

1. Conflicts: These Bylaws are intended to comply with Oregon State, Multnomah County and City of Gresham law. In case of any irreconcilable conflict such statute shall control over any rules and regulations adopted hereunder.

GLOCCA MORRA HOMEOWNERS ASSOCIATION

CONSTITUTION AND BYLAWS

EXHIBIT A

Description of property to which the attached Constitution and Bylaws pertains.

All of that certain residential property entitled Glocca Morra Subdivision, bl 7, lots 10-13, bl 8, lots 9-54, and blocks 10-12: in SECTION 8, T1S, R3E, W.M., Multnomah County.

EXHIBIT A

MAY 14, 1987

## DECLARATION AND CONSENT

BOOK 2005 PAGE 1296

## EXHIBIT B

The undersigned, being a majority of homeowners, hereby consent to the formation of the Glocca Morra Homeowners Association. We also direct that :

- |                 |                  |
|-----------------|------------------|
| 1. Ron White    | 6. Lori Opoka    |
| 2. Tom Kimzey   | 7. Leonard Black |
| 3. Don McGiniss | 8. Tom Whaley    |
| 4. Jim Card     | 9. Donna Evans   |
| 5. Keith Yelton |                  |

are hereby named the initial Board of Directors with Donna Evans as President to serve until March 1988, when the first Annual Meeting of the Association shall be held. The President is hereby directed to draft and the Board of Directors to adopt (with membership approval) the initial Constitution and Bylaws of the Glocca Morra Homeowners Association.

Keith Yelton  
 Wesley M. Bell  
 Thomas S. Kimzey  
 Ronald White  
 Donna Evans  
 James M. Card  
 Don McGiniss  
 Samuel E. Humphrey  
 Thomas Whaley  
 Michael Brant

Kathy O'Byrne  
 Lou Barker  
 Gene B. Crumpton  
 Mike Shesher  
 N. L. Paul

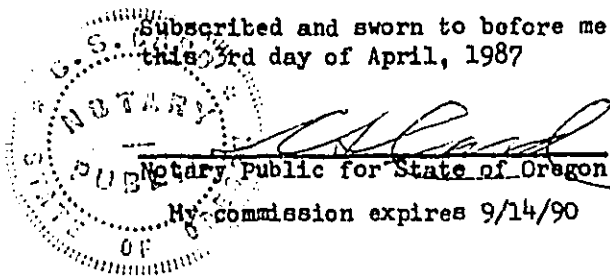
State of Oregon )  
 County of Multnomah ) SS

I, Donna J. Evans hereby certify that I am the duly elected, qualified and acting President of Glocca Morra Homeowners Association and the within and foregoing is a full, true and complete copy of the Bylaws of said Association, duly adopted by the Board of Directors on the 3rd day of March 1987.

In witness whereof, I have hereunto set my official signature this

3rd day of April 1987

Donna J. Evans  
 President



STATE OF OREGON )  
 Multnomah County )

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

1987 MAY 14 AM 10:26

RECORDING SECTION  
 MULTNOMAH CO. OREGON

In Book 2005 PAGE 1283 On Page

witness my hand and seal of office attested  
 Recorder of Conveyances

N. W. [Signature]  
 Deputy

041006

Return to -  
 Leonard O. Black  
 4020 SW 8th ST  
 Gresham, OR 97030

(13)

6/02