

AFTER RECORDING, RETURN TO:

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UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO THE FOLLOWING ADDRESS:

NO CHANGE IN TAX STATEMENTS.

Recorded in the County of Multnomah, Oregon  
C. Suick, Deputy Clerk

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**Amended, Restated and Superceding Declaration  
of Covenants, Conditions and Restriction for  
Terwilliger South No. 2, Multnomah County,  
State of Oregon**

This Amended, Restated and Superceding Declaration of Covenants, Conditions and Restriction for Terwilliger South No. 2, Multnomah County, State of Oregon is recorded on April 2, 1998, and is intended to and does amend, restate and supercede in all particulars that certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Terwilliger South No. 2 recorded November 12, 1997, as Fee No. 97175037 in the official records of Multnomah County, State of Oregon.

**AMENDED, RESTATED AND SUPERCEDING  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TERWILLIGER SOUTH NO. 2  
MULTNOMAH COUNTY, STATE OF OREGON**

This Amended, Restated and Superseding Declaration, hereinafter called "Declaration" is made in Multnomah County, Oregon, on this 2nd day of April, 1998, by Granite Development LLC, hereinafter called "Declarant", for itself, its successors, grantees and assigns.

## ARTICLE I

### Recitals

WHEREAS, Declarant is the owner of fee simple of certain land located in Multnomah County, Oregon, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" to this Declaration which is attached hereto and made a part hereof, and

WHEREAS, Declarant has constructed or will construct row houses and certain other improvements upon the Property, which together will be known as "Terwilliger South No. 2", also referred to herein as the "Development."

WHEREAS, Declarant desires to submit the Property, together with any and all improvements being constructed or to be constructed thereon, to certain covenants, conditions and restrictions in accordance with conditions of approval of development of the Property and in order to promote a positive, enjoyable and mutually cooperative community atmosphere within the Development.

WHEREAS, Declarant desires and intends to sell fee title to the individual row houses contained in the Development, together with an undivided ownership interest in the common elements appurtenant thereto, to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration:

**ARTICLE II.**  
**Property Designation**

The name by which the Property shall be known is "Terwilliger South No. 2".

**ARTICLE III.**  
**Definitions**

The terms used herein shall have the meanings stated as follows unless the context clearly indicates a different meaning therefor:

A. "Assessment" shall mean an amount payable by an Owner to the Association pursuant to Article XV and XVIII of this Declaration.

B. "Association" shall mean the Association of Owners described in Article IX hereof and acting as a group in accordance with the Declarations and Bylaws.

C. The term "Board of Directors" shall mean and refer to a board composed of persons duly elected thereto by the Association of Owners, as provided by this Declaration. Said board is charged with and shall have the responsibility and authority to make and to enforce the provisions of this Declaration and all of the reasonable Rules and Regulations covering the operation and maintenance of the Property.

D. The term "Common Areas" shall mean and refer to:

1. Those portions of the Development not specifically included in the fee of a row house as herein defined;

2. Tracts D, E and F of the Plat which shall be jointly owned by the Owners and maintained by the Association, any other tracts designated as common or open space or as a private street or any alley in any declaration annexing property to the Property, and includes any trails, sidewalks, walkways, pavement, landscaping, lighting, irrigation and all other improvements within or on any of the foregoing areas.

3. All elements for use of Owners and their guests maintained by the Association and located outside the row houses, including private streets, street lights, exterior walkways, parking areas, service streets, yards, gardens, fences, all installations of power, light and other utilities to the outlets, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas or normally in common use;

E. The term "Common Area Open Space" shall mean and refer to Tracts E and F of the Plat of Terwilliger South No. 2, which are part of the Common Areas of the Property, and which are described on Exhibit "B" attached hereto.

F. The term "Common Expenses" shall mean:

1. Expenses of administration, maintenance, repair or replacement of the natural conditions, plants and improvements of the Common Areas;
2. Expenses agreed upon as common by the Owners; and
3. Expenses declared common by this Declaration or the Bylaws.

G. The term "Development" shall mean and refer to the entire real estate project referred to in this Declaration.

H. "Declarant" shall mean Granite Development, LLC, which has made and executed this Declaration.

I. The term "Declaration" shall mean this instrument.

1. "Lot" shall mean and refer to each of lots 19 through 37 of the Plat of Terwilliger South No. 2, recorded in Multnomah County as Plat No. \_\_\_\_\_

J. "Majority" or "majority of Owners" as used in this Declaration or in the Bylaws, shall mean the owners of more than fifty percent (50%) voting power of the then existing Lots of the Development.

K. The term "Manager" shall mean and refer to any and all person(s) or entities selected by the Board of Directors to be in charge of the administration of or management of the Development and the Property.

L. The terms "Party Wall" and "Party Walls" shall have the meaning ascribed in Article V of the Declaration.

M. The term "Private Street" shall mean and refer to Tract E of the Plat of Terwilliger South No. 2, and shall be included in the Common Areas.

N. The term "Property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

O. "Rules" shall mean the rules adopted by the Association from time to time governing use of the Common Areas.

P. The term "Row House" shall mean a Lot of the Property owned in fee simple by an Owner or Owners for independent use including a building of one or more rooms with a direct exit to a public or private street or highway or to a Common Areas leading to a public or private street or highway.

Q. The term "Owner" shall mean the person or persons owning a row house in any real estate tenancy relationship recognized under the laws of the State of Oregon.

R. The term "Plat" refers to the plat of Terwilliger South No. 2, recorded in the official records of Multnomah County as plat number \_\_\_\_\_, a copy of which is attached as Exhibit "C" hereto.

S. The term "Sidewalks" shall mean and refer to all paved public and private pedestrian ways of the Property, whether located on Tract D, in an easement area designated on the Plat, or otherwise located in the Common Areas.

T. The term "voting power" shall mean the voting power exercisable by Owners, as described in Article IX.C.3 of this Declaration.

#### ARTICLE IV.

##### Description of Property

A. Description of Property. That tract or parcel of land in Multnomah County, State of Oregon as set forth on the Plat and more particularly described in Exhibit "A" of this Declaration.

B. General Description of Buildings. The Property and Development consist of a total of 18 Row Houses. Each Row House is designated for use as a single family residence, and has the exclusive right to use and occupy the garage attached to each row house and entire portion of the Lot upon which the Row House is constructed, subject to this Declaration.

C. Description of Common Areas. The Common Areas shall consist of all parts of the Property except the Lots and Row Houses. Without limiting the generality of the foregoing, the Common Areas shall include the following, whether located within the bounds of a Lot or not:

1. The private roadways and sidewalks contained in the Property, together with all improvements such as street lights, drains, pipes, etc., which may be constructed in, on or adjacent thereto, provided that such roadways and improvements shall cease to be part of the Common Areas when or if dedicated to public use with the consent of the Association and accepted by the public authority having jurisdiction;

2. Any utility pipe or line or system servicing more than a single Row House, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single Row House to a main or central pipe or line or system or to a pipe or line or system servicing more than a single Row House;

3. Any and all easements for the common use of Owners and occupants as described in this Declaration and the Plat.

4. The Common Area Open Space, identified on the Plat as Tracts E and F

*all property  
except  
lots &  
row houses*

and described in Exhibit "B" of this Declaration. No Owner may construct, place or maintain any structure or man-made implement of any kind in the Common Area Open Space which shall be managed, operated and maintained by the Association as described in Article IV.E. of this Declaration.

D. Disclaimer Statement. These covenants constitute a private agreement among the owners of Lots within Terwilliger South No. 2 and will not be enforced by the City of Portland (the "City"). These covenants have not been approved or disapproved by the City and do not restrict the City's authority to adopt or amend its development regulations. There may be conflicting requirements between these covenants and the City's regulations. The City will limit its review of a development application and the issuance of permits to the requirements of its regulations and any condition of approval. It is the duty of every person engaged in development within Terwilliger South No. 2 to know the requirements of these covenants. In the event there is a conflict between a City regulation and these covenants, any questions regarding these deed restrictions shall be directed to the Association. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these covenants.

#### ARTICLE V. Party Wall, Insurance and Maintenance

##### A. Party Walls

1. Definition: General Rules of Law to Apply. Each wall that is built as a part of the original construction of the Row Houses that divides the Row Houses, and that is placed on the dividing line between Lots shall constitute a Party Wall. Party Walls shall include the studs, blocking, insulation, cement and airspace lying between the wallboard of one row house and the wallboard of the other row house sharing the wall. Party Walls shall not include the wallboard, paneling, sheetrock, tiles, wallpaper and paint on the interior of the Party Wall, all of which shall be the responsibility of the Owner of the Row House. General rules of law regarding party walls shall apply to the Party Walls to the extent that such rules are not inconsistent with the provisions of this Declaration.

2. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of Section E of Article V of this Declaration shall apply with regard to repair or reconstruction of such Party Wall.

3. Weatherproofing. Notwithstanding any other provision of this Declaration, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, subject, however, to reimbursement and/or contribution from available insurance policies.

4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Declaration, together with the obligations of

such other Owners to contribute to expenses related to a Party Wall, or as otherwise required by this Declaration, shall be appurtenant to the land and shall pass to such Owner's successors in title.

5. Sharing of Repair and Maintenance Costs and Expenses. The cost of repair and maintenance of a Party Wall shall be shared equally by the Owners whose Homes are divided by such Party Wall.

6. Utility Easements. Each Owner shall have an easement through the Party Walls of his Row House for the purpose of installing, repairing, replacing or maintaining utility lines, wires, pipes and conduits.

B. Condemnation. In the event that all or any portion of a Party Wall, a Row House or a Lot is appropriated as the result of condemnation or threat of imminence thereof, the following rules and guidelines shall apply:

1. Allocation of Condemnation Award. Any condemnation award received by the Owners with respect to a Party Wall, a Row House or a Lot shall be allocated to the Owners in proportion to the diminution in fair market value incurred by them with respect to their respective Lots and Row Houses as a result of said condemnation.

2. Repair and Restoration. Any such condemnation award shall be used to repair and restore a Row House, the Party Wall or the Lot if such repair or restoration is feasible.

3. Retention of Rights. No provision of this Article shall be construed as negating the right of the Individual Owners to such incidental relief as the law may provide as a result of the condemnation of a Party Wall, Row House and/or a Lot or any portion of the foregoing.

C. Insurance of Row Houses. Each Owner of a Lot shall purchase and maintain insurance sufficient to cover any loss relating to the Lot and the Row House thereon, including extended coverage for full replacement value of the Row House. Each Owner shall also purchase and maintain an insurance policy covering his interest in the Party Walls. Copies of such policies or other appropriate evidence of such insurance coverage shall be forwarded to the Association within thirty (30) days of acquisition of ownership of a Lot and Row House, and at least ten (10) days before the expiration of all previous insurance coverage. If an Owner fails to furnish a copy of an appropriate insurance policy or evidence thereof within the time required, the Association or Owners sharing Party Walls with the non-complying Owner may procure such policy in their own names and charge the defaulting Owner the cost of the premium.

D. Covenants for Maintenance and Maintenance Costs.

1. Maintenance of Common Expense Items. Except as otherwise provided in this Declaration, the maintenance, repair, and replacement of Party Walls shall be the

*Each owner  
must have  
insurance*

responsibility of the Owners sharing such Party Walls, and the costs of such maintenance, repair, and replacement shall be apportioned equally among the affected Owners.

2. Procedure for Maintenance of Common Expense Items. When, in the reasonable opinion of an Owner, maintenance, repair or replacement of a Party Wall is needed, such Owner shall notify the other affected Owners of such need and the affected Owners together shall determine how to complete the work; if, however, such work is reasonably needed and an affected Owner or Owners refuse to proceed with such work, one Owner may complete such work, with the costs apportioned among the affected Owners in proportion to the benefit to the Row Houses. There shall be a rebuttable presumption that such work benefits the Row Houses sharing such Party Wall equally.

3. Damage Caused by Owner. Any damage to a Party Wall caused by the negligence or intentional act of an Owner, his family, invitees, or guests shall be repaired by such Owner at such Owner's expense.

4. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot and Row House joined to another by a Party Wall, by acceptance of a deed therefor, whether or not so expressed in such deed, shall be deemed to covenant and to agree to pay his share of the costs and expense of repair and maintenance of such Party Wall and of the exterior and structure of the Row House on such Lot. If an Owner fails to pay another Owner or Owners for such expenses or fails to reimburse another Owner or Owners for expenses already incurred, then all such costs and expenses, together with interest thereon accruing at a rate of twelve percent (12%) per annum, and all other costs, fees and charges allowed by law shall be a continuing lien and charge upon the Lot and Row House against which each such cost, expense and repair is incurred. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law. No particular form of lien shall be required as long as it states the names of the parties, identifies the Lots affected, describes the repairs or improvements made, and states the amount of the obligation. Such lien shall be superior to all other liens except first mortgages, first trust deeds, or the vendor's lien of a land sale contract, property taxes, and other liens having priority as a matter of law.

5. Effect of Non-Payment of Maintenance Costs and Expenses by an Owner; Remedies. In addition to any other remedies provided by law, an Owner may bring an action at law against the Owner who is personally obligated to pay maintenance or repair costs, or may foreclose a lien upon the affected Lot. No such action or a judgment entered therein shall be a waiver of the lien of the Owner bringing such action. An Owner may not avoid liability for the maintenance or repair costs and expenses provided for herein by not using a Party Wall, Common Areas or abandoning his Lot or Row House.

E. Damage and Destruction.

1. Insurance and Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage or destruction to Row Houses, the proceeds of the Owners'



insurance policies, if sufficient to pay for the repair or reconstruction of the Row Houses shall be applied to such reconstruction.

2. Insurance Proceeds Insufficient to Cover Loss. Subject to the other provisions of this Section, if the proceeds of the Owners' insurance policies are insufficient to pay for the repair or reconstruction of the damaged or destroyed Row Houses, it shall, nonetheless, be promptly repaired. The proceeds of any Owners' insurance policies shall be contributed to the repair or reconstruction costs of the Row House so insured, and each Owner shall be liable for his share of any such cost that is not paid for by insurance proceeds. Provided, however, if three-fourths or more in value of Row Houses is destroyed or substantially damaged, and if a majority of all affected Owners agree and all mortgagees, trust deed beneficiaries and land sale contract vendors agree, and insurers who have issued policies on the affected Row Houses allow, the Row Houses shall not be repaired or reconstructed. In such case, insurance proceeds shall be paid to the covered Owner after the expenses of demolition, debris removal, and Lot restoration are paid.

3. Architectural Changes After Damage or Destruction Reconstruction of damaged or destroyed Row Houses means restoring the Row Houses to substantially the same condition in which they existed prior to the fire, casualty or disaster unless other action is agreed to by the Association, first trust deed holders, and/or land sale contract vendors. In any event, any architectural changes shall conform to the Declaration.

F. Arbitration.

1. Resolution of Dispute. In the event that a dispute arises among Owners concerning a Party Wall, the Owners shall choose an arbitrator, and the dispute shall be resolved by the arbitrator. If the Owners cannot agree upon an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Multnomah shall appoint an arbitrator. The decision of the arbitrator shall be final and unappealable. The arbitrator's decision or award may be entered in the appropriate court and shall have the same effect as any other final unappealable judgment or decree.

ARTICLE VI

Common Areas, Private Street, Private Storm Water, Sidewalk  
and Utilities Maintenance Agreement

A. Perpetual Agreement. Article VI shall not be subject to amendment or termination by the Association or the Owners without the approval of the City of Portland and shall continue in perpetuity. This Article applies to Tracts D, E and F of the Plat, all Private Streets and Sidewalks, and all areas constituting Common Areas as defined in this Declaration.

B. Maintenance and Lighting of Common Areas. The Association shall perform all maintenance upon, and where the Association deems appropriate provide exterior lighting for, the Common Areas (including, without limitation, the Common Open Space and Private Streets) and other areas not yet annexed to Terwilliger South No. 2 but which, in the Association's or

Declarant's reasonable judgment, benefit Owners of Terwilliger South No. 2, and landscaping within such areas and within dedicated rights of way, including but not limited to grass, trees, sidewalks, parking areas, walkways and trails, unless the maintenance thereof is assumed by a public body; provided however that all lighting of Common Open Space shall be accomplished by exterior lights spaced at least 25 feet apart, and further provided that incandescent lights exceeding 200 watts (or other lights exceeding the brightness of a 200 watt incandescent light) must be placed so they do not shine directly into Common Open Space areas. Such areas shall be maintained in a safe condition to at least applicable City standards, and in a good and workmanlike manner such that the areas may be used for the purposes for which they are intended. Without limitation of the foregoing obligations, the Association shall reconstruct and repave as required, each of the improvements included in the Common Areas and Common Areas Open Space upon any significant deterioration in the condition thereof and shall remove dead or diseased trees therefrom. The Association and all Owners shall collectively, and jointly and severally, hold harmless, defend, and indemnify the City of Portland and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from failure to design, establish, construct, or maintain properly such areas.

C. Obligations of Owners. In the event the Association does not carry out its duties or is dissolved, the owners of the Common Areas shall confer from time to time regarding performance of required maintenance under this Agreement. Each Lot shall have one vote. Where there is more than one Owner of a Lot, each Owner shall have a proportional share of one vote. In the event of a disagreement concerning maintenance obligations and payment, the Owners shall agree upon an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Multnomah shall appoint an arbitrator. The decision of the arbitrator shall be binding on the Owners and the fee of the arbitrator shall be borne equally by the Owners. Any notice, demand, or report required under this Agreement shall be sent to each Owner in care of the street address of his parcel, or in the event the address of the property; provided, however, that an Owner can change their notification address by written notice to each Owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

D. Release of Obligations. At such time as the Common Areas are accepted by the City Council action for maintenance by the City, the Owners will be released from their maintenance obligations under this Agreement.

E. Maintenance by Association. The Association shall perform or contract to perform maintenance of the Private Streets, Sidewalks, utilities, storm water and sanitary sewers, lighting and all other improvements in the Common Areas, except to the extent such maintenance is performed by entities furnishing such services or a public body. These facilities shall be maintained to be in a continuously safe condition and to be continuously in conformance with applicable standards. Each Owner shall be responsible for maintaining utility lines within his Lot, except for those lines for which the Association, a public authority, or a utility company is responsible.



the Owners and their respective families, tenants, guest and servants in accordance with the provisions of the this Declaration.

B. Restrictions on Use. The Lots, Row Houses and Common Areas shall be used and occupied as follows:

1. No part of the Property shall be used for other than the residential and related common purposes for which the Property was designed. Each Row House shall be used and occupied as a residence for a single family and for no other purpose.
2. No fences may be constructed on the rear portion of any Lot, there will be no obstruction of the Common Areas, nor shall anything be constructed, placed or stored in or on the Common Areas which shall interfere with or diminish the use of Tracts E and F of the Property as open space.
3. Nothing shall be done or kept on or in any Lot, Row House or in the Common Areas which will increase the rate of insurance on a building or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot, Row House or in the Common Areas which will result in the cancellation of insurance on any building, or the content thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the Common Areas.
4. No Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on a Lot, Row House, including the roof thereof, or the Common Areas without the prior written consent of the Association.
5. Dogs, cats, birds and other usual and customary household pets may be kept in Row Houses and the Lots, subject to the Rules adopted by the Association, provided that they are not kept or bred for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Property upon ten (10) days written notice from the Association.
6. No noxious or offensive activity shall be carried on in any Row House, Lot, or in the Common Areas, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other Owners or occupants of a Row House.
7. Nothing shall be done in any Row House or in, on, or to any Lot or the Common Areas which will impair the structural integrity of the Row Houses and other improvements of the Property, or any part thereof, or which would structurally change an improvement or any part thereof except as is otherwise provided herein.
8. No clothes, sheets, blankets, laundry of any kind or other articles shall be

9. Except in areas of the Common Areas, if any, specifically designated as recreation areas by the Association, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the Common Areas.

a. the Declarant may perform or cause to be performed such work as is incident to the completion of the development of the Property, or to the sale or lease of Row Houses owned by the Declarant;

c. the Association shall adopt a Rule permitting an Owner or its agent or representative to place one "For Sale" or "For Rent" sign, conforming in size and style to the custom in the local real estate sales industry, on any Row House or Lot for the purpose of facilitating the sale or lease of Row Houses and Lots by any Owner, mortgagee, or the Association; and

11. Draperies or other window coverings acceptable to the Association must be installed by each Owner on all windows of his or her Row House; and must be maintained in said windows at all times. The portion of said draperies, or window coverings visible from the exterior shall conform to color and other standards specified by the Board of Directors or contained in the Rules.

**13. Each Owner while using his Lot, Row House and the Common Areas shall**

Common  
area  
owned by  
JMS

D. Use of Common Areas. Each Owner and occupant of a Lot and Row House may use the Common Areas in accordance with the purposes for which they are intended, but subject to this Declaration, the Bylaws, and applicable Rules, which right of use shall be appurtenant to and run with ownership of a Lot and Row House.

Declarant shall organize an Association of all of the Owners. Such Association, its successors and assigns, shall be organized under the name "Terwilliger South No. 2 Homeowners Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration and the Bylaws of the Association for the benefit of the Property and all Owners of property located therein.

A. **Organization.** Declarant shall, before the first Lot is conveyed to an Owner, 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 any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that 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

B. **Membership.** Every Owner of one or more Lots 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 Lots 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.

1. **Lots.** Lots shall be allocated one vote per Lot.

## Class A

### Class B.

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

2. The powers, duties and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.

4. 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, duties 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 changes 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.

- E. Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

1. Maintenance and Services. The Association shall provide maintenance and services for the Property as provided in this Declaration.
2. Insurance. The Association shall obtain and maintain in force policies of insurance as provided in this Declaration and the Bylaws of the Association.
3. Rulemaking. The Association shall from time to time as necessary make, establish, promulgate, amend and repeal Rules for the governance of the Property.
4. Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in this Declaration.
5. Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules adopted by the Association.
6. Employment of Agent, Advisers and Contractors. The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited, landscape architects, recreational experts, architects, planners, lawyers and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property.
7. Borrow Money, Hold Title and Make Conveyances. The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas, if any, and may encumber the Common Areas, if any, as security for the repayment of such borrowed money. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements across all or any portion of the Common Areas, and shall accept any real or personal property, leasehold or other property interests within the Property conveyed to the Association by Declarant.



8. Transfer, Dedication and Encumbrance of Common Areas. The Association may dedicate or transfer all or any portion of any Common Element to any public agency, authority, or utility for public purposes not inconsistent with this Declaration.

F. Liability. A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

G. Interim Board; Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than ninety (90) days after Lots representing seventy-five percent (75%) of the voting power of the Association have been sold and conveyed to Owners other than Declarant. At the turnover meeting the interim directors shall resign and their successors shall be elected by the Owners as provided in this Declaration and the Bylaws of the Association. If Declarant fails to call the turnover meeting required by this section, any Owner or mortgagee of a Lot or Row House may call the meeting by giving notice as provided in the Bylaws.

H. Contracts Entered into by Declarant or Prior to Turnover Meeting. Notwithstanding any other provision of this Declaration, any leases or contracts (including management contracts, service contracts and employment contracts) entered into by the Declarant or the Board of Directors on behalf of the Association prior to the turnover meeting described above shall have a term of not in excess of three (3) 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 less than thirty (30) nor more than ninety (90) days' notice to the other party given at any time after the turnover meeting.

#### ARTICLE XI.

##### Apportionment of Common Areas Expenses

The Common Expenses shall be allocated among the Owners with one equal share allocated to each Lot owned.

#### ARTICLE XII.

##### Leases, Easements, Rights of Way and Licenses

A. Authority to Grant. Subject to Section B of this Article, the Association may hereafter execute, acknowledge, deliver and record on behalf of the Owners, rights of way,

easements, licenses and other similar interests affecting the Common Areas and consent to vacation of roadways within and adjacent to the Property. However, the granting of such interest or consent having a term in excess of two (2) years shall be first approved by at least seventy-five percent (75%) of the Owners.

B. **Association Easements.** A perpetual easement in favor of the Association is hereby established in those portions of the Property described in the Plat as Tracts "D", "E" and "F", together with a one foot wide public pedestrian easement affecting Lots 24 through 30 of the Plat. Tract D shall be maintained by the Association as a private street, Tracts E and F shall be maintained as open areas and all Lots shall be restricted as to use in strict conformity with the requirements of land use decision of the City of Portland LUR 95-00593 (SU EN, a copy of which is attached as Exhibit "E" and incorporated. No amendment, modification, revision or termination of said easement or restrictions on Lot use shall be permitted without the prior written consent of the City of Portland.

C. **Common Areas Repair Easements.** Each Lot shall be subject to such an easement in favor of the Association as may be necessary for the installation, maintenance, repair or replacement of any improvement in the Common Areas located within the boundaries of such Lot, consistent with this Declaration.

D. **Encroachments.** In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any improvement on or a part of the Common Areas encroaches or shall hereafter encroach upon any part of any Lot or any part of any other Lot, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit and burden of such Lot and the Common Areas, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner or the Association as the owner of the Common Areas if such encroachment occurred due to the willful conduct of an Owner or Owners.

#### ARTICLE XIII. Management

The business property and affairs of the Association and the Property shall be managed by the Board of Directors of the Association. The Board of Directors shall consist of three (3) members who are Owners to be elected as provided in the Bylaws. Such Board of Directors shall have all the powers, duties and responsibilities as are now or may hereafter be provided by Oregon law, this Declaration, the Bylaws and/or any amendments and supplemental declarations subsequently filed thereto; provided, however, that the Board of Directors may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor. Notwithstanding anything herein contained to the contrary, for a period of three (3) years from the recordation of this Declaration, or until the completion and sale of seventy-five percent (75%) of the Row houses, whichever first occurs, two (2) of said three (3) directors shall be appointed by the Declarant, and the remaining director shall be elected by the Owners from among themselves. The appointed directors need not be Owners and shall be appointed for one-year terms to serve until their successors are appointed and qualified. The other director shall be an

Owner and shall be elected to a one-year term to serve until his/her successor is elected and qualified. At the first meeting of the Association following the completion and sale of seventy-five percent (75%) of the Lots, or three (3) years from the recordation of this Declaration, whichever first occurs, the Owners shall elect from among themselves a Board of Directors consisting of three (3) persons and the terms of the appointed and elected directors then in office shall terminate upon the election and qualification of said three (3) elected directors.

The Board of Directors shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration, the Bylaws of the Association and Rules as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Board of Directors.

The Board of Directors shall have the authority to provide such facilities, in addition to those for which provision has already been made as it may deem to be in the best interest of the Owners and to effect the necessary amendment of documents in connection therewith.

#### ARTICLE XIV. Change of Ownership

Whenever there is a change of ownership of a Lot and its appurtenant rights, for whatever reason, the Board of Directors or the manager may require as condition to recognizing the new Owner or Owners as such, that the new Owner or Owners:

- A. Furnish evidence substantiating the new ownership;
- B. Sign an agreement accepting and agreeing to be bound by this Declaration, the Bylaws, the Rules and Regulations and all amendments thereto.

#### ARTICLE XV. Assessments

Every Owner shall pay his, her or its proportionate share of the Common Expenses. Payment thereof shall be in such amounts and at such times as the Board of Directors determines in accordance with applicable law, the Declaration and the Bylaws. There shall be a lien for nonpayment of Common Expenses as provided by the law and this Declaration.

#### ARTICLE XVI. Maintenance, Destruction or Damage of Common Areas

The Board of Directors shall be responsible for maintaining, and in the case of destruction or damage, for repairing, rebuilding, and/or restoring the Common Areas to the condition that existed immediately prior to any destruction or damage, and the Board of Directors shall, in this connection, be entitled to use the proceeds of any and all insurance policies which the Association may have had in force on said premises as of the date of the destruction or damage. In the event the cost of such repairing, rebuilding, or restoring the Common Areas shall exceed the amount

realized by the Board of Directors from the proceeds of any insurance policy or policies as herein provided, the Owners of each Lot shall contribute to such cost one equal share for each Lot owned.

#### ARTICLE XVII.

##### Taxes

It is understood that each Lot and Row House is subject to separate assessments and taxation by any taxing entity in like manner as other parcels of real property. Each Owner will pay and discharge any and all taxes which may be assessed against his Lot and Row House, and its share of assessments for taxes on the Common Areas paid by the Association.

#### ARTICLE XVIII.

##### Insurance

The Board of Directors shall secure and maintain in the name of the Association the following insurance coverage:

A. Liability Coverage. A policy or policies insuring the Board of Directors, the manager and their agents and employees, the Owners and their lessees, tenants, or occupants against any liability to the public or to the Owners, incident to the ownership and/or use of the Property, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for bodily injury, and shall not be less than \$200,000.00 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the Board of Directors and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of named insureds under the policy or policies shall not be prejudiced in respect to his, her its, or their action against another named insured.

B. Workers' Compensation. Workers' compensation to the extent necessary to comply with any applicable laws.

C. Other Insurance. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other row house projects similar in construction, design and use.

D. Authority to Adjust Losses. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Board of Directors or its authorized representative.

E. Owner(s)' Insurance. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his, her or its right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all the Owners, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

*Common  
Areas  
Ins. ?*

**ARTICLE XIX.**  
**Budget, Expenses and Assessments**

A. **Budget.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the Common Expenses expected to be incurred, less any previous overassessment, and assess the Common Expenses to each Owner in proportion with the number of Lots owned. The Board of Directors shall advise each Owner in writing of the amount of Common Expenses payable, and shall furnish copies of each budget on which such Common Expenses are based to all Owners and, if requested, to their mortgagees.

B. **Determination of Common Expenses.** Common Expenses shall include:

1. Expenses of administration;
2. Expenses of maintenance, repairs, replacement of Common Areas, and any centrally metered or billed utilities or services, including water, sewer service and garbage disposal;
3. Cost of insurance or bonds obtained in accordance with this Declaration or the Bylaws;
4. A general operating reserve;
5. A reserve for replacements and deferred maintenance;
6. Any deficit in Common Expenses for any prior period;
7. Any other items properly chargeable as an expense of the Association.

C. **Assessment of Common Expenses.** All Owners shall be obliged to pay Common Expenses assessed to them by the Board of Directors on behalf of the Association pursuant to this Declaration and the Bylaws. Assessments may not be waived due to limited or nonuse of Common Areas. The developer shall be assessed as the Owner of any unsold row house, but such assessment shall be prorated to the date of sale of the Row house and assessment for reserves need not be paid until closing of such sale. The Board of Directors, on behalf of the Association, shall assess the Common Expenses against the Owners from time to time, and at least annually, and shall take prompt action to collect from an Owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment.

D. **Special Assessments.**

1. **Capital Improvements.** In the case of any duly authorized capital improvement to the Common Areas, the Board of Directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the Owners, and the proceeds of which shall be used only for the specific capital

improvements described in the resolution.

2. Reserve Trust Funds. In establishing reserve Areas, the Board of Directors may elect by resolution to establish one or more trust funds for the maintenance, repair or replacement of specific items, in which case the board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust fund and used only for the designated maintenance, repairs or replacements.

3. Utility Service Charges. All charges for utility service to the Common Areas shall be paid by the Association as a common expense. All charges for utility service based upon individual meters will be billed to and must be paid by the individual Lot and Row House Owner.

E. Default in Payment of Assessments. In the event of default by any Owner in paying to the Association any assessment, the unpaid assessment shall be a lien against the Owner's interest in the Lot and Row House, and such Owner shall be obligated to pay interest at the rate of ten percent (10%) per year on such assessed common expense from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The Board of Directors shall have the right and duty to recover for the Association such Common Expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such Owner or by foreclosure of the lien upon the Lot and Row House granted by the Oregon law. The Board of Directors shall notify the holder or beneficiary of any first mortgage or trust deed upon a Lot and Row House of any default not cured within sixty (60) days of the date of default.

F. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a Lot and Row House because of unpaid Common Expenses, the Owner shall be required to pay a reasonable rental for the use of the Lot and Row House during the pendency of the suit, and the Association shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Lot and Row House at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Lot and Row House. A suit or action to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the liens securing the same.

G. Statement of Common Expenses. The Board of Directors shall promptly provide any Owner who makes a request in writing with a written statement of his unpaid Common Expenses.

H. Subordination of Assessment Lien: Rights of Mortgagees.

1. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon a

Lot and Row House or any part thereof. Sale or transfer of any Lot and Row House or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot and Row House which is subject to any mortgage or trust deed pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of the foreclosure thereof, shall extinguish the lien of such assessments as to the amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot and Row House from liability for any assessments thereafter becoming due or from the lien thereof.

2. A first mortgagee, at its request, is entitled to written notification of any default by the mortgagor in the performance of such mortgagor's obligations under the Declaration and Bylaws which is not cured within thirty (30) days. Any purchaser or first mortgagee who comes into possession of a Lot and Row House, pursuant to remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged property which accrued prior to the time such holder comes into possession (except for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all property including the mortgaged property). Such unpaid share of Common Expenses shall be a common expense of all the Owners including such purchaser or mortgagee, and his, her or its successors and assigns.

3. First mortgagees of any Lot and Row House in the Property may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Areas, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. Upon request, the Association shall enter into a written instrument with any first mortgagee reflecting the agreement of the Association to such reimbursement.

#### ARTICLE XX. Mortgage Protection

Notwithstanding all other provisions hereof:

A. Subordination. The liens created hereunder upon any Lot and Row House shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Article XVIII hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

B. No Retroactive Effect of Amendments. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution hereof;

C. Directors' Authority to Subordinate. By subordination agreement executed by a majority of the Board of Directors, the benefits of A and B above may be extended to a mortgagee not otherwise entitled thereto.

#### ARTICLE XXI. Maintenance of Lots and Row Houses

Each Owner at his, her or its own expense shall keep his, her or its Lot and Row House and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating and repainting which may at any time be necessary to maintain the good appearance of such Row House. Except to the extent that the Board of Directors is protected by insurance against such injury, the Owner shall repair all injury or damages to its Row House or the Property caused by the act, negligence or carelessness of the Owner or that of any lessee or sublessee of Owner, or any member of the Owner's family, or of the family of any lessee or sublessee of Owner, and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the Lot and Row House in good repair, the Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditions and heating equipment, dishwashers, disposal, ranges and other like equipment that may be in or used in connection with the row house. Subject to this Declaration, Owner shall be entitled to the exclusive use and possession of the rear yard area of his, her or its Lot and Row House and Lot and shall be responsible for the maintenance and upkeep of same; provided, however, that without the written permission of the Board of Directors first had and obtained, the Owner shall not make or permit to be made any structural alteration, improvement or addition in or to the Row House, the rear of the Lot, Common Areas or in or to the exterior of a Row House, and shall not paint or decorate any portion of the exterior of a Row House except with the prior written consent of the Association. No fence may be erected on any Lot on the Property at any time which shall be contrary to the requirements of LUR 95-00593 SU EN, incorporated and attached as "F" hereto.

#### ARTICLE XXII. Right of Entry

The Board of Directors and its duly authorized agents shall have the limited right to enter any and all of the Lots and Row Houses in case of an emergency originating in or threatening such row house or any other part of the Property, whether or not the Owner or occupant thereof is present at the time. The Board of Directors and its duly authorized agents shall also have the right to enter into any and all of the said row houses and Lots at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas of the project, and for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to



other portions of the Property; and provided further, that the Owner affected by such entry shall first be notified thereof if available and if time permits.

**ARTICLE XXIII.**  
**Administrative Rules and Regulations**

The Board of Directors shall have the power to adopt and establish by resolution Rules as it may deem necessary for the maintenance, operation, management and control of the Property, and may, from time to time by resolution, alter, amend and repeal such Rules. When a copy of any new rule adopted, any amendment or alteration of provisions or repeal of any rule or Rules has been furnished to the Owner, such new rule, amendment and alteration shall be taken to be a part of such Rules. Owners shall at all times obey such Rules and see that they are faithfully observed they have or may exercise control and supervision, it being understood that such Rules shall apply and be binding upon all Owners and/or occupants of the units.

**ARTICLE XXIV.**  
**Obligation to Comply Herewith**

Each Owner, tenant, or occupant of a Lots and Row House shall comply with all applicable provisions of law, this Declaration, the Bylaws, the Rules and all agreements and determinations lawfully made and/or entered into by the Board of Directors or the Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the Board of Directors to recover any loss or damage resulting therefrom or injunctive relief.

**ARTICLE XXV.**  
**Indemnification of Board of Directors**

Each member of the Board of Directors shall be indemnified and held harmless by the Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorneys's fees, reasonably incurred in connection with any proceeding in which a Director may become involved by reason of being or having been, a member of said Board of Directors.

**ARTICLE XXVI.**  
**Leasing or Other Alteration**

A. **Leasing and Rental of Row Houses.** Except with the consent of the Board of Directors of the Association, no Owner may lease or rent less than his, her or its entire Lot and Row House and no Owner may rent all or any part of a Lot or Row House for transient or hotel purposes. 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, the Bylaws, and Rules and Regulations, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his, her or its Lot and Row House.

B. Exemption as to Mortgagees. Any holder of a mortgage which comes into possession of a Lot and Row House pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall be exempt from the provisions of this Article.

ARTICLE XXVII.  
Severability

The invalidity of any one or more phrases, sentences, clauses, paragraphs or articles hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law; and in the event that one or more of the phrases, sentences, clauses, paragraphs or articles contained herein should be invalid or should operate to render this Declaration invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, article or articles had not been inserted.

ARTICLE XXVIII.  
Gender

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, other business entities or individuals, and men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XXIX.  
Topical Headings

The topical headings of the articles contained in this Declaration are for convenience only and do not define, limit or construe the contents of the articles or of the Declaration.

ARTICLE XXX.  
Effective Date

This Declaration shall take effect upon recording.

ARTICLE XXXI.  
Miscellaneous Provisions

Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

A. Mortgagee's Right of Notification of Default. Any holder of a mortgage or beneficiary of a trust deed is entitled to written notification from the Board of Directors of any default by the mortgagor or grantor of such Lot and row house in the performance of such person's or entity's obligations under the Declaration which is not cured within thirty (30) days.

B. Priority of Mortgages Over Certain Assessments. Any holder of a mortgage or beneficiary of a trust deed which comes into possession of a Lot and row house pursuant to the remedies provided in the mortgage or trust deed, by foreclosure of mortgage or trust deed, or by deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges against the subject Lot and Row House which accrued prior to the time such holder or beneficiary comes into possession thereof (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the subject Lot).

C. Certain Prohibitions Imposed on Owners. Unless 75% of first trust deed beneficiaries or the holders of first mortgage liens on individual Lots and Row Houses have given their prior written approval, the Owners shall not:

1. Change the pro rata interest or obligations of any Lot for purposes of voting power, levying assessments or charges and determining shares of the Common Areas and proceeds of the Development.
2. Partition or subdivide any Lot or the Common Areas of the project.
3. Effectuate any decision to terminate professional management and assume self-management of the Property.

D. Amendments. Article VI of this Declaration which is for the benefit of the City, Article III, Section D, E and F and Article IV Section D comprise a Maintenance Agreement which is intended to remain in perpetuity. These provisions may not be amended or terminated without prior written consent of the City's Planning Bureau. In addition to any other approvals which may be required by law or this Declaration, the Declaration may not be amended without the written consent of Declarant until such time as seventy-five percent (75%) of the Lots in the development have been sold and conveyed to ultimate purchasers. Thereafter the Declaration may be amended by a vote of seventy-five percent (75%) of Lot Owners, and upon obtaining the written consent of seventy-five percent (75%) of the holders of first mortgages or beneficiaries of first deeds of trust on Lots in the Property, and the consent of the Declarant for so long as Declarant owns any Lot or interest therein.

E. Damage or Destruction by Casualty of Common Areas. In the event of substantial damage or destruction of the Common Areas, timely written notice thereof shall be given to the City, the Owners and their mortgagees by the Association.

F. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the Common Areas, the award made for such taking shall be payable to the

Association. If such proceedings are instituted or such acquisition is sought by a condemning authority as to any portion of the Property, prompt notice thereof shall be given to the Owners and their mortgagees.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 2nd day of April, 1998.

GRANITE DEVELOPMENT, LLC

By: Ray Farmer  
Ray Farmer, Member

STATE OF OREGON       )  
                                  ) ss.  
County of Multnomah    )

Acknowledged before me this 2nd day of April, 1998, by Ray Farmer, a member of GRANITE DEVELOPMENT, L.L.C., an Oregon limited liability company, on behalf of such company.



Nancy A. Kyker  
Notary Public for Oregon  
My Commission Expires: 7/12/99

TERWILLIGER SOUTH NO. 2  
EXHIBIT A

BEING SITUATED IN THE N.W. QUARTER OF SECTION 13, T. 1 S., R. 1 E., W.M. CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON; BEGINNING AT A POINT N.88°56'37"W., 13.00 FEET FROM A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "LAND TECH" SET AT THE S.E. CORNER OF LOT 4, "TERWILLIGER WEST" SAID POINT BEING A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "LAND TECH"; THENCE S.00°25'36"E., 60.02 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK 18, "TERWILLIGER HOMESTEAD"; THENCE ALONG SAID NORTH LINE S.88°25'36"E., 13.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1, S.00°25'36"E., 13.00 FEET; THENCE S.88°56'37"E., 60.02 FEET TO A POINT ON THE WEST LINE OF LOT 10, BLOCK 13, "TERWILLIGER HOMESTEAD"; THENCE ALONG THE WEST LINE OF SAID LOT 10, N.00°25'36"W., 13.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE NORTH LINE OF SAID LOT 10, S.88°56'37"E., 13.00 FEET; THENCE N.00°25'36"W., 60.02 FEET TO A POINT ON THE SOUTH LINE OF LOT 10, BLOCK 12, "TERWILLIGER HOMESTEAD"; THENCE ALONG THE SOUTH LINE OF SAID LOT 10 AND THE SOUTH LINE OF LOT 9, SAID BLOCK 12, S.88°56'37"E., 127.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 (BALDOCK FREEWAY); THENCE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING 4 COURSES AND DISTANCES: S.33°44'20"W., 71.29 FEET; S.45°14'47"W., 69.73 FEET; S.45°24'24"W., 69.82 FEET; S.50°28'19"W., 77.32 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 18, "TERWILLIGER HOMESTEAD"; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N.88°54'18"W., 68.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. SLAVIN ROAD AND A POINT OF NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A 101.37 FOOT RADIUS; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°32'51" (CHORD BEARS N.30°37'41"W., 61.89 FEET) AN ARC LENGTH OF 62.89 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 18, "TERWILLIGER HOMESTEAD"; THENCE ALONG THE EAST LINE OF SAID LOT 9 AND A NORTHERN EXTENSION THEREOF N.00°25'36"W., 97.36 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 18, "TERWILLIGER HOMESTEAD"; THENCE ALONG THE NORTHERLY LINE THEREOF, N.88°56'37"W., 130.04 FEET ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF VACATED S.W. 2<sup>ND</sup> AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.00°25'36"W., 30.01 FEET TO THE CENTERING OF VACATED S.W. JULIA STREET; THENCE ALONG SAID CENTERLINE, S.88°56'37"E., 130.04 FEET; THENCE N.00°25'36"W., 30.01 FEET TO THE SOUTHWEST CORNER OF LOT 4, "TERWILLIGER WEST" THENCE ALONG THE SOUTH LINE OF SAID LOT 4, S. 88°56'37"E., 87.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,279 SQUARE FEET OF 0.95 ACRES.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Edward King Phelps*  
OREGON  
JANUARY 16, 1983  
EDWARD KING PHELPS  
2506

EXPIRES 12-31-98

APRIL 2, 1998

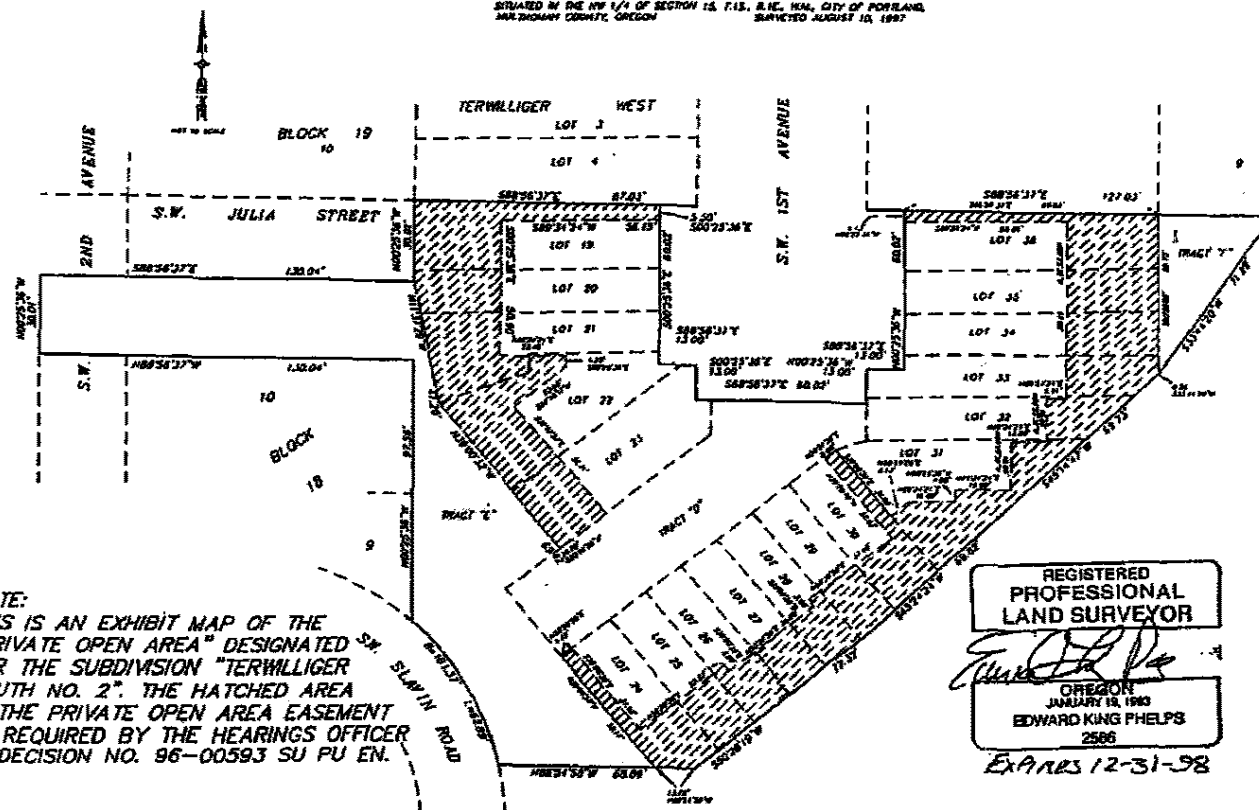
12

PLAT BOOK	PAGE
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LAND TECH, INC.

## TERWILLIGER SOUTH NO. 2

A REPLAT OF "TERRILLIGER SOUTH" AND A PORTION OF VACATED E.W. JARA STREET  
SITUATED IN THE NW 1/4 OF SECTION 12, T.13, R.1E, H.M., CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON  
DRAFTED AUGUST 10, 1997



NOTE:  
THIS IS AN EXHIBIT MAP OF THE  
"PRIVATE OPEN AREA" DESIGNATED  
FOR THE SUBDIVISION "TERWILLIGER  
SOUTH NO. 2". THE HATCHED AREA  
IS THE PRIVATE OPEN AREA EASEMENT  
AS REQUIRED BY THE HEARINGS OFFICER  
IN DECISION NO. 96-00593 SU PU EN.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 19, 1983  
EDWARD KING PHELPS  
2586

EX-12-31-98

APRIL 2, 1998

**EXHIBIT "C"**

**Copy of Recorded Plat**

**[TO BE ATTACHED]**

**APRIL 2, 1998**

# PORTLAND PLANT LIST

EXHIBIT

D

Bureau of Planning  
City of Portland, Oregon  
Adopted November 13, 1961  
Revised May 26, 1963





# PORTLAND PLANT LIST

Adopted by Portland City Council  
November 13, 1991  
Effective December 13, 1991  
Ordinance No. 164838

Amended May 26, 1993  
Effective June 25, 1993  
Ordinance No. 166572

Printed on Recycled Paper

Bureau of Planning  
City of Portland, Oregon  
October 1993

The Portland Native Plants Policy was recently selected as a semifinalist for the  
1993 Innovations in State and Local Government Awards  
sponsored by the Ford Foundation and The JFK School of Government at Harvard University.

## PORTLAND PLANT LIST

### INTRODUCTION

The Portland Plant List is an integral component of the City of Portland's Environmental and Willamette River Greenway protection program—native plants are required within the Environmental and Greenway Zones and invasive or harmful plants are prohibited. The City's native plant policy is designed to ensure the continued viability and diversity of indigenous plant and animal communities, promote the use of plants naturally adapted to local conditions, and educate citizens about the region's natural heritage and the uses and values of native plants.

Portland's policy focuses on native plants because these plants provide critical structure to the ecosystem, linking many elements such as local soil and water resources and playing an important role in the hydrological cycle, photosynthesis and the biotic food web. A healthy native plant community serves many important functions: it provides essential food and cover habitat for indigenous wildlife and helps sustain natural ecological processes; enhances air and water quality by trapping airborne particulates, and by filtering sediments and pollutants from runoff before they enter streams and aquifers; stabilizes stream banks and hillside slopes, and dissipates erosive forces; ameliorates the local microclimate, and reduces water and energy needs; preserves the region's natural heritage, and provides scenic, recreational and educational values which, in turn, enhance Portland's livability.

In February 1986, the original Greenway Plant List was developed in consultation with local ecologists, biologists and naturalists. Later that year, this list was adapted for the Columbia River Corridor area. Use of native plants from the list first became a requirement within the Willamette River Greenway Zones, and was later required within the Environmental Zones when adopted in 1989 for the Columbia Corridor. Soon thereafter, a Technical Advisory Committee (TAC) was established to review and expand the list to cover all of Portland. As part of that review, the TAC identified the need to create categories for native, nuisance and prohibited plants. The expanded "Portland Plant List," covering native and nuisance plants throughout the City, was adopted by the City Council on November 13, 1991. Recent amendments to the plant list, adopted by City Council on May 26, 1993, added approximately 100 species to the list and adopted a set of new mitigation and restoration planting standards.

### Description of Lists

The Portland Plant List is divided into four sections: Introduction, Native Plants, Nuisance Plants and Prohibited Plants.

The Native Plants section is a listing of native plants historically found in the City of Portland. The list divides the plants into three groups: trees and arborescent shrubs, shrubs and groundcover. For each group, the list includes the scientific (Latin) name of

a species, its common name, its wetland indicator status, and its associated habitat type. The habitat types are: wetland, riparian, forest, forested slopes, thicket, grass and rocky.

The Nuisance Plants section is a listing of plants found in the City of Portland which can be removed manually without requiring an environmental review or greenway review. Other local, state or federal laws may still regulate removal of certain plants on this list. Nuisance plants may be native, naturalized or exotic. They are divided into two groups: plants which are considered a nuisance because of their tendency to dominate plant communities, and plants which are considered harmful to humans.

The Prohibited Plants section is a listing of plants which the City of Portland prohibits from use in all reviewed landscaping situations within the city limits. These plant species pose a serious threat to the health and vitality of native plant and animal communities. Manual removal of these plants is exempt from land use review.

#### Modification of Lists

Plants may be added to or removed from the Native Plant and Nuisance Plant lists. When a request is received, the Bureau of Planning will consult with three or more knowledgeable persons with botany, biology or landscape architecture backgrounds to determine whether the plant in question should be added to or deleted from either list. This decision will be forwarded to the applicant and will be final. The primary source for native plant determination is the five volume set, *Flora of the Pacific Northwest*, by Hitchcock and Cronquist.

Adding to or removing plants from the Prohibited Plants list must be done through the legislative procedures as stated in Title 33.

#### NATIVE PLANTS

The native plant list in this section is a listing of native plants historically found in the City of Portland. The list includes several plants known to occur within the Urban Growth Boundary or not more than ten miles from Portland and expected to occur within the City based on the presence of suitable habitat, the judgment of local botanical experts, and the range descriptions found in Hitchcock's flora. The list divides plants into three groups: trees and arborescent shrubs, shrubs and ground covers. Arborescent shrubs are indicated with an "AS" superscript; these shrubs may not be used to meet Title 33 or Title 34 standards, criteria or conditions of approval which require trees. For each group, the list includes the scientific (Latin) name, common name, indicator status and the habitat types where the plant is most likely to be found.

The indicator status refers to the frequency with which a plant occurs in a wetland; the categories are derived from the National List of Plant Species That Occur In Wetlands: 1988 National Summary (USFWS, Biological Report 88(24), 1988). The indicator categories are as follows:

Obligate Wetland (OBL): Occur almost always (estimated probability >99%) under natural conditions in wetlands.

Facultative Wetland (FACW): Usually occur in wetlands (estimated probability 67%-99%), but occasionally found in non-wetlands.

Facultative (FAC): Equally likely to occur in wetlands or non-wetlands (estimated probability 34%-66%).

Facultative Upland (FACU): Usually occur in non-wetlands (estimated probability 67%-99%), but occasionally found in wetlands (estimated probability 1%-33%).

Obligate Upland (UPL): Occur in wetlands in another region, but occur almost always (estimated probability >99%) under natural conditions in non-wetlands in the Northwest region.

A positive (+) sign used with an indicator category means that the plant occurs more frequently at the higher end of the range (more frequently found in wetlands). For example, FACW+ indicates that the plant is typically found in Northwest wetlands with an estimated probability of 83%-99%. A negative (-) sign indicates a frequency toward the lower end of the range (less frequently found in wetlands). An NI (no indicator) was recorded for those species for which insufficient information was available to determine an indicator status. If no category or symbol is indicated for a plant then either the plant does not occur in wetlands, or the species was not reviewed by the 1988 interagency panel that developed the list.

The habitat types are: wetland, riparian, forest, forested slopes, thicket, grass and rocky. "Wetland" includes all forms of wetlands found in Portland. "Riparian" includes the riparian areas along the Willamette River, Columbia River, and other streams in Portland. "Forest" refers to upland forested areas with little or no slope. "Forested slopes" refers to steeply sloping upland forests such as the west hills and various buttes found in Portland. "Thicket" refers to edges of forests and meadows and includes hedgerows and clumps of vegetation that may be found in meadows. "Grass" refers to open areas or meadows. It may also include clearings in forested areas. "Rocky" refers to rocky upland areas, and may include cliffs.

#### Sources of Native Plants

Native plants can be acquired through many local and specialty plant nurseries in the Portland area. A useful native plant directory, Hortus Northwest, is in its fourth edition at the time of this printing and is available by writing Hortus Northwest, P.O. Box 955, Canby, OR 97013 (phone: 503 266-7968). Occasionally, particularly for large orders or less common plants, growers will need time to propagate and raise plants before they are ready for installation. For this reason, growers may need advance notice of plant orders and project timelines should allow adequate time to fill such orders.

# Native Plant List

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	U. slope	Thicket	Grass
<i>Trees &amp; Arboreous Shrubs</i>								
<i>Abies amabilis</i>	Silver Fir	FACU			X	X		
<i>Abies grandis</i>	Grand Fir		X	X	X	X		
<i>Acer circinatum</i> <sup>AS</sup>	Vine Maple	FACU+			X	X		X
<i>Acer macrophyllum</i>	Big-leaf Maple	FACU			X	X		
<i>Alnus rubra</i>	Red Alder	FAC		X	X	X		
<i>Arbutus menziesii</i>	Madrone				X			
<i>Cornus nuttallii</i>	Western Flowering Dogwood				X	X		
<i>Crataegus douglasii</i> var. <i>douglasii</i>	Black Hawthorn (wetland form)	FAC	X	X				
<i>Crataegus douglasii</i> var. <i>siskdorii</i>	Black Hawthorn (upland form)	FAC	X	X	X	X	X	
<i>Fraxinus latifolia</i>	Oregon Ash	FACW	X	X				
<i>Pinus ponderosa</i>	Ponderosa Pine	FACU-			X	X		
<i>Populus trichocarpa</i>	Black Cottonwood	FAC	X	X				
<i>Prunus emarginata</i>	Bitter Chokecherry			X		X	X	
<i>Prunus virginiana</i> <sup>AS</sup>	Common Chokecherry	FACU		X	X		X	
<i>Pseudotsuga menziesii</i>	Douglas Fir				X	X		
<i>Pyrus fusca</i> <sup>AS</sup>	Western Crabapple	FAC+		X	X		X	
<i>Quercus garryana</i>	Garry Oak				X	X		X
<i>Rhamnus purshiana</i>	Cascara	NI		X	X	X		
<i>Salix fluviatilis</i> <sup>AS</sup>	Columbia River Willow	OBL	X	X				
<i>Salix lasioandra</i>	Pacific Willow	FACW+	X	X				
<i>Salix piperi</i> <sup>AS</sup>	Piper's Willow	FACW	X	X				
<i>Salix rigida</i> var. <i>macrocarpa</i>	Rigid Willow	OBL	X	X				
<i>Salix scouleriana</i>	Scouler Willow	FAC	X	X	X			
<i>Salix sessilifolia</i> <sup>AS</sup>	Soft-leaved Willow	FACW	X	X				
<i>Salixitchensis</i> <sup>AS</sup>	Sitka Willow	FACW	X	X				
<i>Taxus brevifolia</i>	Pacific Yew	FACU-		X	X	X	X	
<i>Thuja plicata</i>	Western Red Ced.r	FAC	X	X	X	X		
<i>Tsuga heterophylla</i>	Western Hemlock	FACU-		X	X	X		

## Shrubs

<i>Amelanchier alnifolia</i>	Western Serviceberry	FACU			X	X	X	
<i>Arctostaphylos columbiana</i>	Hairy Manzanita							X
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	FACU-						X
<i>Berberis aquifolium</i> (Mahonia a)	Tall Oregongrape				X	X		
<i>Berberis nervosa</i> (Mahonia n)	Dull Oregongrape				X	X		
<i>Ceanothus sanguineus</i>	Oregon Tea-tree	NI			X	X	X	X
<i>Ceanothus velutinus</i> var. <i>laevigatus</i>	Mountain Balm				X		X	X
<i>Cornus stolonifera</i> var. <i>occidentalis</i>	Red-osier Dogwood	FACW	X	X			X	
<i>Corylus cornuta</i>	Hazelnut	NI			X	X	X	

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	F. slope	Thicket	Grass Rocky
<i>Encyonas occidentalis</i>	Western Wahoo			X	X			
<i>Holodiscus discolor</i>	Ocean-spray				X	X	X	
<i>Lonicera hispidula</i>	Hairy Honeysuckle				X		X	
<i>Lonicera involucrata</i>	Black Twinberry	FAC	X	X				X
<i>Mahonia aquifolium</i> (see <i>Berberis</i> )	Tall Oregongrape				X	X		
<i>Mahonia nervosa</i> (see <i>Berberis</i> )	Dull Oregongrape				X	X		
<i>Mancinella ferruginea</i>	Fool's Huckleberry	FACU+			X			
<i>Oenothera crassifolia</i>	Indian Plant			X	X	X	X	
<i>Philadelphus lewisii</i>	Mockorange				X	X	X	
<i>Physocarpus capillatus</i>	Pacific Ninebark	FAC+		X	X		X	
<i>Rhododendron macrophyllum</i>	Western Rhododendron							
<i>Rhus diversiloba</i> *	Poison Oak*				X	X		X
<i>Ribes bracteosum</i>	Blue Currant	FAC		X	X			
<i>Ribes divaricatum</i>	Straggly Gooseberry	NI			X	X		
<i>Ribes laxiflorum</i>	Western Black Currant			X	X			
<i>Ribes lobbi</i>	Pioneer Gooseberry				X		X	X
<i>Ribes sanguineum</i>	Red Currant			X	X	X	X	X
<i>Ribes viscosissimum</i>	Sticky Currant	NI		X	X			
<i>Rosa gymnocarpa</i>	Baldhip Rose	NI			X	X		
<i>Rosa nutkana</i> var. <i>nutkana</i>	Nootka Rose	NI				X		
<i>Rosa pisocarpa</i>	Swamp Rose	FACU		X		X		
<i>Rubus leucodermis</i>	Blackcap			X	X	X		
<i>Rubus parviflorus</i>	Thimbleberry	FACU+		X	X	X		
<i>Rubus spectabilis</i>	Salmonberry	FAC		X				
<i>Sambucus cerulea</i>	Blue Elderberry	FAC-		X	X			
<i>Sambucus racemosa</i>	Red Elderberry	FACU		X	X	X		
<i>Spiraea betulifolia</i> var. <i>lucida</i>	Shiny-leaf Spiraea	NI		X			X	X
<i>Spiraea douglasii</i>	Douglas's Spiraea	FACW	X	X			X	
<i>Symphoricarpos albus</i>	Common Snowberry	FACU			X	X	X	
<i>Symphoricarpos mollis</i>	Creeping Snowberry				X		X	
<i>Vaccinium alaskense</i>	Alaska Blueberry	NI		X	X			
<i>Vaccinium ovatum</i>	Evergreen Huckleberry				X			
<i>Vaccinium parvifolium</i>	Red Huckleberry				X	X		
<i>Viburnum ellipticum</i>	Oval-leaved Viburnum				X		X	

Scientific Name	Common Name	Indicator Status	Habitat Type						
			Wetland	Riparian	Forest	F. slope	Thicket	Grass	Rocky
<b>Ground Covers</b>									
<i>Achillea millefolium</i>	Yarrow	FACU							X
<i>Achlys triphylla</i>	Vanilla leaf				X	X			
<i>Actaea rubra</i>	Baneberry				X	X			
<i>Adiantum bicolor</i>	Pathfinder				X	X			
<i>Adiantum pedatum</i>	Northern Maidenhair Fern	FAC		X	X	X			X
<i>Agoseris grandiflora</i>	Large-flowered Agoseris					X			
<i>Alisma plantago-aquatica</i> var. <i>americanum</i>	American Water-plantain	OBL	X					X	
<i>Allium acuminatum</i>	Hooker's Onion							X	X
<i>Allium amplexans</i>	Silk-leaved Onion							X	
<i>Allium cernuum</i>	Nodding Onion								X
<i>Alopecurus geniculatus</i>	Water Foxtail	FACW+	X						
<i>Amsinckia intermedia</i>	Fireweed Fiddleneck							X	
<i>Anaphalis margaritacea</i>	Pearly-everlasting							X	
<i>Anemone deltoidea</i>	Western White Anemone				X	X			
<i>Anemone lyallii</i>	Small Wind-flower				X	X			
<i>Anemone oregana</i> **	Oregon Anemone**	FACU			X	X			
<i>Angelica arguta</i>	Sharptooth Angelica	FACW	X	X				X	
<i>Angelica gemifera</i>	Kneeling Angelica	FACW	X						
<i>Apocynum androsaemifolium</i>	Spreading Dogbane					X		X	
<i>Aquilegia formosa</i>	Red Columbine	FAC		X	X		X	X	X
<i>Aurearia macrophylla</i>	Bigleaf Sandwort				X	X			
<i>Arnica simplex</i> caulis var. <i>piperi</i>	Chasing Arnica	FACW	X	X	X				
<i>Artemisia douglasiana</i>	Douglas's Sagewort	FACW	X	X					
<i>Artemisia ludoviciana</i>	Columbia River Magwort	OBL	X	X					
<i>Artemisia sylvester</i>	Grassbeard	FACU+		X	X	X			
<i>Asarum canadense</i>	Wild Ginger				X	X			
<i>Asplenium trichomanes</i>	Maidenhair Spleenwort	FACU			X				X
<i>Aster chilensis</i> ssp. <i>hallii</i>	Common California Aster	FAC						X	
<i>Aster curtus</i> **	White-topped Aster**							X	
<i>Aster modestus</i>	Few-flowered Aster	FAC+			X	X			
<i>Aster oregonensis</i>	Oregon White-topped Aster				X				
<i>Aster subspicatus</i>	Douglas's Aster	FACW	X	X	X		X	X	
<i>Athyrium filix-femina</i>	Lady Fern	FAC		X	X				
<i>Azolla filiculoides</i>	Duckweed	OBL	X						
<i>Beckmannia syzigachne</i>	Slough Grass	OBL	X						
<i>Bergia texana</i> **	Texas Bergia**	OBL	X	X					
<i>Bidens cernua</i>	Nodding Beggars-tick	FACW+	X						
<i>Bidens frondosa</i>	Leafy Beggars-tick	FACW+	X						
<i>Bidens vulgaris</i>	Western Beggars-tick	FACW+	X						
<i>Blechnum spicant</i>	Deer Fern	FAC+	X	X	X				
<i>Bolandra oregana</i> **	Bolandra**	FACW	X	X					X
<i>Borreria multifida</i>	Leathery Grape-fern	FAC			X	X		X	
<i>Boykinia elata</i>	Slender Boykinia	FACW	X	X	X				
<i>Boykinia major</i>	Greater Boykinia	FACW	X	X				X	
<i>Brasenia schreberi</i>	Water-shield	OBL	X						
<i>Brodiaea coarctata</i>	Northern Salix							X	X

Scientific Name	Common Name	Indicator Status	Habitat Type						
			Wetland	Riparian	Forest	F. Slope	Thicket	Grass	Rocky
<i>Brodiaea coronaria</i>	Harvest Brodiaea							X	
<i>Brodiaea howellii</i>	Howell's Brodiaea						X	X	
<i>Brodiaea hyacintha</i>	Hyacinth Brodiaea	FACU						X	
<i>Bromus carinatus</i>	California Brome-grass			X	X			X	
<i>Bromus sitchensis</i>	Alaska Brome			X	X			X	
<i>Bromus vulgaris</i>	Columbia Brome	FACU-						X	
<i>Callitriche heterophylla</i>	Different-leaf Water-starwort	OBL	X						
<i>Calypso bulbosa</i>	Fairy Slipper	FAC+			X	X			
<i>Camassia leichlinii</i>	Leichlin's Camas	FACW-	X					X	
<i>Camassia quamash</i>	Common Camas	FACW-	X					X	
<i>Campanula rotundifolia</i>	Round-leaf Bluebell	FACU+							X
<i>Campanula scouleri</i>	Scouler's Bellflower				X	X	X	X	
<i>Cardamine angulata</i>	Angled Bittercress	FACW	X	X	X				X
<i>Cardamine occidentalis</i>	Western Bittercress	FACW+	X					X	
<i>Cardamine oligosperma</i>	Little Western Bittercress	FACW	X	X	X			X	
<i>Cardamine penduliflora</i>	Willamette Valley Bittercress	OBL	X	X					
<i>Cardamine pennsylvanica</i>	Pennsylvania Bittercress	FACW	X		X				
<i>Cardamine pulcherrima</i> var. <i>tanella</i>	Slender Toothwort				X	X			
<i>Carex amplifolia</i>	Big-leaf Sedge	FACW+	X		X				
<i>Carex sporea</i>	Columbia Sedge	FACW	X	X					
<i>Carex arcia</i>	Clustered Sedge	FACW+	X	X				X	
<i>Carex altherodes</i>	Awed Sedge	OBL	X	X					
<i>Carex altherodes</i>	Slenderbeaked Sedge	FACW	X					X	
<i>Carex canescens</i>	Gray Sedge	FACW+	X					X	
<i>Carex cusickii</i>	Cusick's Sedge	OBL	X						
<i>Carex deweyana</i>	Dewey's Sedge	FAC+	X	X	X				
<i>Carex hendersonii</i>	Henderson's Wood Sedge	NI	X		X				
<i>Carex interior**</i>	Inland Sedge**	FACW	X						
<i>Carex leporina</i>	Horn Sedge	FAC			X	X			
<i>Carex lyallii**</i>	Pale Sedge**	OBL	X		X				
<i>Carex lyngbyei</i> var. <i>robusta</i>	Lyngby's Sedge	OBL	X						
<i>Carex obnupta</i>	Slough Sedge	OBL	X	X				X	
<i>Carex praticola</i>	Meadow Sedge	FACW	X						
<i>Carex rostrata</i>	Beaked Sedge	OBL	X						
<i>Carex sitchensis</i>	Sida Sedge	OBL	X						
<i>Carex stipata</i>	Sawbeak Sedge	OBL	X						
<i>Carex vesicaria</i>	Inflated Sedge	OBL	X						
<i>Castilleja inviseta**</i>	Golden Indian-paintbrush**							X	
<i>Centaurea muhlenbergii</i>	Muhlenberg's Centaury	FACW	X					X	X
<i>Cerastium arvense</i>	Field Chickweed	FACU						X	
<i>Ceratophyllum demersum</i>	Coottail	OBL	X						
<i>Chrysosplenium glechonaeifolium</i>	Pacific Water-carpet	OBL		X	X				
<i>Cimicifuga elata**</i>	Tall Bugbane**				X		X	X	
<i>Cinna latifolia</i>	Woodreed	FACW	X	X	X			X	
<i>Circaea alpina</i>	Enchanter's Nightshade	FACW	X		X	X			
<i>Clematis ligusticifolia*</i>	Western Clematis*	FACU			X	X	X		
<i>Collinsia grandiflora</i>	Large-flowered Blue-eyed Mary							X	X
<i>Collinsia parviflora</i>	Small-flowered Blue-eyed Mary							X	
<i>Collomia grandiflora</i>	Large-flowered Collomia							X	



Scientific Name	Common Name	Indicator Status	Habitat Type						
			Wetland	Riparian	Forest	P. slope	Thicket	Grass	Rocky
<i>Collomia heterophylla</i>	Varied-leaf Collomia				X		X	X	X
<i>Comandra umbellata</i> var. <i>californica</i>	Bastard Toad-flax	UPL			X		X	X	X
<i>Conyza canadensis</i> var. <i>glabrata</i>	Horseweed	FACU						X	
<i>Copids laciniata</i>	Cutleaf Goldthread	FAC			X				
<i>Coralorrhiza masculata</i>	Pacific Coral-root	FAC-			X	X			
<i>Coralorrhiza mastenstiana</i>	Coral-root				X	X			
<i>Coralorrhiza striata</i>	Striped Coral-root	FACU			X	X			
<i>Cornus canadensis</i>	Bunchberry	FAC-			X				
<i>Corydalis scouleri</i>	Western Corydalis	FAC+		X	X				
<i>Cryptantha intermedia</i> var. <i>grandiflora</i>	Common Forget-me-not							X	
<i>Cynoglossum grande</i>	Pacific Hoand's-tongue				X	X	X		
<i>Cypripedium montanum</i>	Mountain Lady-slipper	FACU			X				
<i>Cystopteris fragilis</i>	Bride Bladder Fern	FACU			X	X	X		X
<i>Delphinium leucophaeum</i> **	Pale Larkspur**	FACU							X
<i>Delphinium monziesii</i> var. <i>pyramidalis</i>	Menzies' Larkspur							X	X
<i>Delphinium nuttallii</i> **	Nuttall's Larkspur**							X	
<i>Deschampsia cespitosa</i>	Tufted Hairgrass	FACW	X						
<i>Dicentra formosa</i> **	Pacific Bleedingheart**			X	X	X			
<i>Disporum hookeri</i>	Hooker Fairy-bell				X	X			
<i>Disporum smithii</i>	Large-flowered Fairy-bell				X	X			
<i>Dodecatheon dentatum</i>	White Shooing Star	FAC-		X			X		X
<i>Dodecatheon pulchellum</i>	Few-flowered Shooing Star	FACW	X						
<i>Draba verna</i>	Spring Whitlow-grass							X	X
<i>Dryopteris arguta</i>	Wood Fern				X				X
<i>Dryopteris austriaca</i>	Spreading Wood Fern				X	X			
<i>Dryopteris filix-mas</i> **	Male Fern**			X					
<i>Eburnophyton anisotomae</i>	Snow-orchid, Phantom orchid				X	X			
<i>Echinochloa crusgalli</i>	Large Barnyard-grass	FACW	X	X					
<i>Elatine triandra</i>	Three-stamen Waterwort	OBL	X	X					
<i>Eleocharis acicularis</i>	Needle Spike-rush	OBL	X						
<i>Eleocharis palustris</i>	Creeping Spike-rush	OBL	X						
<i>Elodea densa</i> *	South American Waterweed*	OBL	X						
<i>Elymus glaucus</i>	Blue Wildrye	FACU			X	X	X	X	X
<i>Epilobium angustifolium</i>	Fireweed	FACU+	X	X	X		X	X	
<i>Epilobium glandulosum</i>	Common Willow-weed	FACW	X	X	X			X	
<i>Epilobium paniculatum</i> var. <i>paniculatum</i>	Tall Annual Willow Herb	UPL			X			X	
<i>Epilobium watsonii</i>	Watson's Willow-weed	FACW-	X	X	X			X	
<i>Equisetum arvense</i> *	Common Horsetail*	FAC	X	X					
<i>Equisetum hyemale</i>	Common Scouring-rush	FACW	X	X					
<i>Equisetum telmateia</i> *	Giant Horsetail*	FACW	X	X				X	
<i>Erigeron annuus</i>	Annual Fleabane	FACU+						X	
<i>Erigeron decumbens</i> var. <i>decumbens</i> **	Willamette Daisy**							X	
<i>Erigeron philadelphicus</i>	Philadelphia Fleabane	FACU						X	
<i>Eriogonum cf. nudum</i>	Barrenstem Buckwheat								X

Scientific Name	Common Name	Indicator Status	Habitat Type						
			Wetland	Riparian	Forest	F. Slope	Thicket	Grass	Rocky
<i>Eriophyllum lanatum</i>	Woolly Sunflower								X
<i>Erysimum asperum</i>	Prairie Rocket							X	X
<i>Erythronium oregonum</i>	Giant Fawn-lily				X	X			
<i>Eschecholzia californica</i>	Gold Poppy							X	
<i>Festuca occidentalis</i>	Western Fescue-grass			X	X				
<i>Festuca rubra</i> var. <i>rubra</i>	Red Fescue-grass	FAC				X	X	X	X
<i>Festuca subulata</i>	Bearded Fescue-grass	FAC		X	X				
<i>Festuca subuliflora</i>	Coast Range Fescue-grass			X	X			X	
<i>Fragaria vesca</i> var. <i>bracteata</i>	Wood Strawberry			X	X			X	
<i>Fragaria vesca</i> var. <i>crinita</i>	Wood Strawberry			X	X			X	
<i>Fragaria virginiana</i> var. <i>platyptala</i>	Broadpetaled Strawberry	UPL			X			X	
<i>Prillaea lanceolata</i>	Mission Bells							X	X
<i>Galium aparine</i>	Cleavers	FACU			X	X	X	X	
<i>Galium trifidum</i>	Small Bedstraw	FACW+	X						
<i>Galium triflorum</i>	Sweet-scented Bedstraw	FACU			X	X			
<i>Gaultheria shallon</i>	Salal				X	X			
<i>Gentiana amarella</i>	Northern Gentian	FACW-		X	X				
<i>Gentiana scopulorum</i>	Staff Gentian	OBL	X	X					
<i>Geranium hicknellii</i>	Bicknell's Geranium				X				
<i>Geranium macrophyllum</i>	Oregon Avena	FACW+	X	X	X			X	
<i>Gilia capitata</i>	Bluefield Gilia							X	X
<i>Glyceria elata</i>	Fowl Mannagrass	FACW+	X	X					
<i>Glyceria occidentalis</i>	NW Mannagrass	OBL	X						
<i>Gnaphalium palustre</i>	Marsh Cudweed	FAC+	X					X	
<i>Goodyera oblongifolia</i>	Giant Rattlesnake-plantain	FACU-			X				
<i>Gymnocarpium dryopteris</i>	Oak Fern	FAC			X				
<i>Gratiola elaeagnifolia</i>	Bractless Hedge-Hyssop	OBL	X	X					
<i>Habenaria dilatata</i>	White Bog-orchid	FACW+	X						
<i>Habenaria elegans</i>	Elegant Rein-orchid			X			X	X	
<i>Habenaria saccata</i>	Slender Bog-orchid		X						
<i>Habenaria umiliacensis</i>	Alaska Rein-orchid				X	X			
<i>Heracleum lanatum</i>	Cow-parasit	FAC	X	X	X			X	
<i>Heterocodon rariflorum</i>	Heterocodon	FAC						X	
<i>Heuchera glabra</i>	Smooth Alumroot			X	X				X
<i>Heuchera micrantha</i>	Smallflowered Alumroot			X	X				X
<i>Hieracium albidiflorum</i>	White-flowered Hawkweed				X			X	
<i>Howellia aquatilis</i> **	Howellia**	OBL	X						
<i>Hydrophyllum tenuipes</i>	Pacific Waterleaf				X	X			
<i>Hypericum angustifolium</i>	Bog St. John's Wort	OBL	X	X				X	
<i>Hypericum formosum</i> var. <i>scouleri</i>	Western St. John's Wort	FAC	X					X	
<i>Impatiens capensis</i>	Orange Balsam	FACW	X	X					
<i>Impatiens ovalcarata</i>	Spurless Balsam	FACW	X	X					
<i>Iris tenax</i>	Oregon Iris				X		X	X	
<i>Juncus balticus</i>	Baltic Rush	OBL	X						
<i>Juncus bolanderi</i>	Bolander's Rush	OBL	X	X					
<i>Juncus brachyphyllus</i>	Short-leaved Rush	OBL	X						
<i>Juncus bufonius</i>	Toad Rush	FACW+	X						
<i>Juncus effusus</i>	Common Rush	FACW+	X						

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	Field	Thicket	Grass
<i>Juncus ensifolius</i>	Dagger-leaf Rush	FACW	X					X
<i>Juncus tenuis</i>	Slender Rush	FAC	X					
<i>Lathyrus polyphyllus</i>	Leafy-pea				X		X	
<i>Lemna minor</i> *	Water Lentil*	OBL	X					
<i>Ligusticum spiliifolium</i>	Parsley-leaved Lovage				X	X	X	X
<i>Ligustrum grayi</i>	Gray's Lovage				X	X	X	X
<i>Lilium columbianum</i>	Columbia Lily	FAC			X	X	X	X
<i>Linocella aquatica</i>	Madwort	OBL	X	X				
<i>Lianthus bicolor</i>	Bicolor Linanthus							X
<i>Lithia canadensis</i> var. <i>texana</i>	Wild Toadflax		X					X
<i>Lindernia anagallidea</i>	Slender False-pimpernel	OBL	X	X				
<i>Lindernia dubia</i>	Common False-pimpernel	OBL	X	X				
<i>Limnace borealis</i>	Twinflower	FACU-			X	X		
<i>Listera caurina</i>	Western Twayblade	FACW	X		X	X		
<i>Listera cordata</i>	Heart-leaved Listera	FACW	X		X	X		
<i>Lomatium utriculatum</i>	Common Lomatium							X
<i>Loaicera ciliosa</i>	Trumpet Vine				X			
<i>Lotus denticulatus</i>	Meadow Lotus							X
<i>Lotus formosissimus</i>	Seaside Lotus	FACW+	X					X
<i>Lotus micranthus</i>	Small-flowered Deervetch							X
<i>Lotus purshiana</i>	Spanish Clover				X			X
<i>Ludwigia palustris</i> var. <i>pacifica</i>	False Loosestrife	OBL	X	X				
<i>Lupinus bicolor</i>	Two-color Lupine							X
<i>Lupinus latifolius</i>	Broadleaf Lupine							X
<i>Lupinus latifolius</i>	Spurred Lupine							X
<i>Lupinus lepidus</i>	Prairie Lupine							X
<i>Lupinus micranthus</i>	Field Lupine							X
<i>Lupinus microcarpus</i>	Chick Lupine							X
<i>Lupinus polyphyllus</i>	Large-leaved Lupine	FAC+						X
<i>Lupinus rivularis</i>	Stream Lupine	FAC		X	X			
<i>Lupinus sulphureus</i>	Sulfur Lupine							X
<i>Luzula campestris</i> var. <i>congesta</i>	Field Woodrush	NI			X		X	X
<i>Luzula parviflora</i>	Small-flowered Woodrush	FAC-			X	X	X	
<i>Lycopus americanus</i>	Cut-leaved Bugleweed	OBL	X	X				
<i>Lycopus uniflorus</i>	Northern Bugleweed	OBL	X	X				
<i>Lysichiton americanum</i>	Stink Cabbage	OBL	X	X				
<i>Lysimachia ciliata</i>	Fringed Loosestrife	FACW+	X					X
<i>Lysimachia thymiflora</i>	Tufted Loosestrife	OBL	X					
<i>Madia glomerata</i>	Cluster Tarweed	FACU-						X
<i>Madia sativa</i>	Chile Tarweed							X
<i>Maianthemum dilatatum</i>	Deerberry	FACU-			X	X		
<i>Marah oreganus</i>	Manroot						X	X
<i>Matricaria matricarioides</i>	Pineapple Weed	FACU						X
<i>Melica bulbosa</i>	Oniongrass	FACU						
<i>Melica geyeri</i>	Geyer's Oniongrass				X	X		
<i>Melica subulata</i>	Alaska Oniongrass				X		X	
<i>Mentha arvensis</i> var. <i>glabrata</i>	Field Mint	FAC		X				
<i>Menyanthes trifoliata</i>	Buckbean	OBL	X					X

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	F. Slope	Thicket	Grass
<i>Menziesia platyphylla</i>	Western Bluebells			X	X			
<i>Microsteris gracilis</i>	Microsteris	FACU						
<i>Mimulus alsinoides</i>	Chickweed Monkey-flower	OBL	X	X				X
<i>Mimulus guttatus</i>	Yellow Monkey-flower	OBL	X	X				X
<i>Mimulus moschatum</i>	Musk-flower	FACW+	X	X				X
<i>Mitella canescens</i>	Leafy Minewort				X	X		X
<i>Mitella pentandra</i>	Five-stamined Minewort			X	X	X		X
<i>Monotropa uniflora</i>	Indian-pipe	FACU			X			
<i>Montia dichroisma</i>	Dwarf Montia	FAC	X					X
<i>Montia diffusa**</i>	Branching Montia**				X			X
<i>Montia fontana</i>	Water Chickweed	OBL	X	X				X
<i>Montia linearis</i>	Narrow-leaved Montia				X			X
<i>Montia parvifolia</i>	Streambank Springbeauty	FACW-	X		X			X
<i>Montia perfoliata</i>	Miner's Lettuce	FAC		X	X	X	X	X
<i>Montia sibirica</i>	Candy Flower	FACW		X	X	X	X	X
<i>Myosotis laxa</i>	Small-flowered Forget-me-not	OBL	X	X				
<i>Navaretia squarrosa</i>	Skunkweed							X
<i>Nemophila menziesii</i>	Baby Blue-eyes				X	X		
<i>Nemophila parviflora</i>	Small-flowered Nemophila				X	X		
<i>Nothochelone nemorosa</i>	Turtle Head				X			X
<i>Nuphar polysepalum</i>	Yellow Water-lily	OBL	X					
<i>Oenanthe sarmentosa</i>	Pacific Water-parsley	OBL	X	X				
<i>Oenothera biennis</i>	Evening Primrose	FACU						X
<i>Oplepanax horridum</i>	Devil's Club	FAC		X	X	X	X	
<i>Orobancha uniflora</i>	Naked Brodiaea	FACU						X
<i>Orthocarpus hispidus</i>	Hairy Owl-Clover	FACU-						X
<i>Osmorhiza chilensis</i>	Mountain Sweet-root				X	X		
<i>Oxalis oregana</i>	Oregon Oxalis				X	X		
<i>Oxalis rubicandii</i>	Western Yellow Oxalis				X	X		
<i>Oxalis trillifolia</i>	Trillium-leaved Wood-sorrel	FAC		X	X	X		
<i>Panicum capillare</i>	Old-witch Grass	FAC	X	X				
<i>Penstemon oregonus</i>	Broad-leaved Penstemon			X				
<i>Penstemon richardsonii</i>	Cut-leaved Penstemon							X
<i>Penstemon serrulatus</i>	Cascade Penstemon	FACW	X					X
<i>Petasites frigidus</i>	Sweet Coltsfoot	FACW	X	X	X			X
<i>Phacelia nemoralis</i>	Shade Phacelia				X		X	
<i>Pityrogramma triangularis</i>	Gold-back Fern						X	
<i>Plagiobothrys figuratus</i>	Fragrant Plagiobothrys	FACW						X
<i>Plectritis congesta</i>	Rosy Plectritis	FACU						X
<i>Poa annua*</i>	Annual Bluegrass*	FAC-						X
<i>Poa compressa</i>	Canada Bluegrass	FACU			X			X
<i>Poa grayana</i>	Gray's Bluegrass	FACU		X				X
<i>Poa howellii</i>	Howell's Bluegrass							X
<i>Polygonum amphibium</i>	Water Smartweed	OBL	X					
<i>Polygonum aviculare</i>	Doorweed	FACW-	X	X				X
<i>Polygonum coccineum*</i>	Water Smartweed*	OBL	X					
<i>Polygonum douglasii</i>	Douglas' Knotweed	FACU		X				X
<i>Polygonum hydropiperoides</i>	Common Waterpepper	OBL	X					
<i>Polygonum kelloggii</i>	Kellogg's Knotweed	FAC	X	X				X

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	F. slope	Thicket	Grass
<i>Polygonum nuttallii</i>	Nuttall's Knotweed							X
<i>Polygonum persicaria</i>	Lady's Thumb	FACW	X					
<i>Polygonum punctatum</i> **	Dotted Smartweed**	OBL	X					
<i>Polygonum spargularioides</i>	Fall Knotweed			X				
<i>Polypodium glycyrrhiza</i>	Licorice Fern			X	X	X	X	X
<i>Polypodium hesperium</i>	Polypody				X	X		X
<i>Polystichum munroianum</i>	Sword Fern				X	X	X	
<i>Potamogeton crispus</i>	Cutleaf Pondweed	OBL	X					
<i>Potamogeton natans</i>	Broad-leaved Pondweed	OBL	X					
<i>Potentilla glandulosa</i>	Sticky Cinquefoil	FAC			X			X
<i>Potentilla palustris</i>	Marsh Cinquefoil	OBL	X					
<i>Prunella vulgaris</i> var. <i>lanceolata</i>	Heal-all	FACU+		X				X
<i>Ranunculus acris</i>	California Toad							X
<i>Pteridium aquilinum</i>	Bracken	FACU			X		X	X
<i>Pyrula asarifolia</i>	Wintergreen	FACU		X	X			
<i>Ranunculus allemaeeifolius</i>	Water-plantain Buttercup	FACW	X	X				X
<i>Ranunculus aquatilis</i> var. <i>hispidulus</i>	White Water-buttercup	OBL	X					
<i>Ranunculus cymbalaria</i>	Shore Buttercup	OBL	X	X				
<i>Ranunculus flammula</i>	Creeping Buttercup	FACW	X	X				X
<i>Ranunculus macconnii</i> var. <i>oreganus</i>	Macconn's Buttercup	OBL	X					X
<i>Ranunculus occidentalis</i>	Western Buttercup	FACW	X				X	X
<i>Ranunculus orthorhynchus</i>	Straightbeak Buttercup	FACW	X	X				X
<i>Ranunculus pennsylvanicus</i>	Pennsylvania Buttercup	FACW	X	X				
<i>Ranunculus scleratus</i> var. <i>mollifolius</i>	Celery-leaved buttercup	OBL	X	X				
<i>Ranunculus uncinatus</i>	Little Buttercup	FAC		X				X
<i>Rorippa columbiana</i> **	Columbia Cress**	OBL	X	X				X
<i>Rubus ursinus</i>	Pacific Blackberry	NI		X	X	X	X	X
<i>Rumex obtusifolius</i>	Bitter Dock	FAC						X
<i>Rumex occidentalis</i>	Western Dock	FACW+	X					X
<i>Sagina occidentalis</i>	Western Pearlwort	FACU+						X
<i>Sagittaria latifolia</i>	Wapato	OBL	X					
<i>Sanguisorba occidentalis</i>	Annual Burnet							X
<i>Sanicula crassicaulis</i>	Pacific Sanicle				X	X		
<i>Sanicula douglasii</i>	Yerba Buena				X			
<i>Saxifraga ferruginea</i>	Rusty Saxifrage	FAC		X				X
<i>Saxifraga integrifolia</i>	Swamp Saxifrage	FACW	X					X
<i>Saxifraga mertensiana</i>	Merten's Saxifrage	FACW	X		X	X		X
<i>Saxifraga nuttallii</i>	Nuttall's Saxifrage	OBL	X		X	X		X
<i>Saxifraga occidentalis</i> var. <i>rupestris</i>	Western Saxifrage	FAC						X
<i>Scirpus acutus</i>	Hardstem Bulrush	OBL	X					
<i>Scirpus americanus</i>	American Bulrush	OBL	X					
<i>Scirpus heterochaetus</i>	Pale Great Bulrush	OBL	X					
<i>Scirpus microcarpus</i>	Small-fruited Bulrush	OBL	X		X			X
<i>Scirpus olneyi</i>	Olney's Bulrush	OBL	X					
<i>Scirpus validus</i>	Softstem Bulrush	OBL	X					

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	F. slope	Thicket	Grass
<i>Scolopos hallii</i>	Oregon Fetid Adder's-tongue				X			
<i>Scrophularia californica</i>	California Figwort	FACW-	X					
<i>Sedum oregonum</i>	Oregon Stonewort							
<i>Sedum spatulifolium</i>	Spatula-leaf Stonewort							X
<i>Selaginella densa</i>	Compact Selaginella							X
<i>Selaginella douglasii</i>	Douglas' Selaginella							X
<i>Selaginella oregana</i>	Oregon Selaginella				X	X		X
<i>Senecio bolanderi</i> var. <i>hacforii</i>	Bolander's Groundsel				X	X		X
<i>Sidalcea campestris</i> **	Meadow Sidalcea**	NI						
<i>Sidalcea nelsoniana</i> **	Nelson's Checker-mallow**	NI						X
<i>Sisyrinchium angustifolium</i>	Blm-eyed Grass	FACW-	X					X
<i>Smilacina racemosa</i>	Western False Solomon's Seal	FAC-	X		X	X	X	X
<i>Smilacina stellata</i>	Starry False Solomon's Seal	FAC-			X	X		X
<i>Solanum nigrum</i> *	Garden Nightshade*	FACU						X
<i>Solidago canadensis</i>	Canada Goldenrod	FACU						X
<i>Sparganium angustatum</i> var. <i>angustatum</i>	Simplestem Bur-reed	OBL	X					
<i>Spiranthes romanzoffiana</i>	Ladies-tresses	OBL	X					
<i>Spirodelia polyrrhiza</i>	Great Duckweed	OBL	X					X
<i>Stachys cooleyae</i>	Cooley's Hedge-nettle	FACW	X	X				
<i>Stachys mexicana</i>	Great Betony	FACW	X					X
<i>Stachys palustris</i> var. <i>pilosa</i>	Swamp Hedge-nettle	FACW+	X					X
<i>Stellaria crispa</i>	Crisped Starwort	FAC+	X					X
<i>Streptopus amplexifolius</i>	Clasping-leaved Twisted-stalk	FAC-		X	X	X		
<i>Sulivantia oregana</i> **	Sulivantia**			X				
<i>Synthyris reniformis</i>	Snow Queen				X	X	X	X
<i>Tellima grandiflora</i>	Fringetop				X	X		
<i>Teucrium canadense</i> var. <i>occidentale</i>	Wood Sage	FAC+	X	X				
<i>Thalictrum occidentale</i>	Western Meadowrue	FACU		X	X			X
<i>Thelypteris nevadensis</i>	Wood Fern	FACU+		X	X	X		
<i>Tiarella trifoliata</i>	Laceflower	FAC-		X	X	X		
<i>Tolmiea menziesii</i>	Fig-a-back	FAC		X	X	X		
<i>Tonella tenella</i>	Small-flowered Tonella							X
<i>Tridentis latifolia</i>	Western Starflower	FAC-			X	X		
<i>Trillium chloropetalum</i>	Giant Trillium				X	X		
<i>Trillium ovatum</i>	Western Trillium	NI		X	X	X		
<i>Triodanis perfoliata</i>	Venus'-looking-glass	UPL						X
<i>Trisetum cernuum</i>	Nodding Trisetum	FACU	X	X	X			
<i>Typia latifolia</i>	Common Cautail	OBL	X					
<i>Urtica dioica</i>	Stinging Nettle	FAC+	X	X	X	X		
<i>Urticularia vulgaris</i> *	Common Bladderwort*	OBL	X					X
<i>Vancouveria hexandra</i>	White Inside-out Flower			X	X	X		X
<i>Veratrum californicum</i>	False Hellebore	FACW+	X	X				X
<i>Verbena hastata</i> **	Wild Hyssop**	FAC+	X					X
<i>Veronica americana</i>	American Brooklime	OBL	X	X				X
<i>Vicia americana</i>	American Vetch	NI			X			X
<i>Vicia gigantea</i>	Giant Vetch				X			
<i>Viola adunca</i>	Early Blue Violet	FAC						X
<i>Viola glabella</i>	Stream Violet	FACW+	X	X	X	X		

Scientific Name	Common Name	Indicator Status	Habitat Type					
			Wetland	Riparian	Forest	S. slope	Tidals	Grass
<i>Viola halii</i>	Hall's Violet	FAC			X	X		X
<i>Viola howellii</i>	Howell's Violet				X			X
<i>Viola palustris</i>	Marsh Violet	OBL	X					X
<i>Viola sempervirens</i>	Evergreen Violet				X	X		
<i>Whipplea modesta</i>	Yerba de Selva				X			
<i>Xanthium spinosum</i> *	Spiny Cocklebur*	FACU						X
<i>Xanthium strumarium</i>	Common Cocklebur	FAC						X

\* These plants have been placed on the Nuisance Plant List, as they have been determined to be either dominating or harmful. They may also be on the Oregon noxious weed list. As such, their introduction or continuation may be inappropriate.

\*\* These plants are identified as rare, threatened or endangered on the Federal, State or Oregon Natural Heritage Program Lists. See Rare, Threatened and Endangered Plants and Animals of Oregon, Oregon Natural Heritage Program, Portland, OR (August 1993).

AS For the purpose of this list, these plants are considered arborescent (tree-like) shrubs.

## NUISANCE PLANTS

Plants on this list can be removed without environmental or greenway review. Other local, state or federal laws may still regulate removal of certain plants on this list. These plants may be native, naturalized or exotic. They are divided into two groups—plants which are considered a nuisance because of their tendency to dominate plant communities, and plants which are considered harmful to humans.

### Nuisance Plant List

Scientific Name	Common Name	Indicator Status
<i>Dominating Plants</i>		
Acer Platanoides	Norway Maple	NI
Ailanthus altissima	Tree-of-heaven	NI
Alliaria officinalis	Garlic Mustard	
Chelidonium majus	Lesser Celandine	
Cirsium arvense	Canada Thistle	FACU+
Cirsium vulgare	Common Thistle	FACU
Clematis ligusticifolia	Western Clematis	FACU
Clematis vitalba	Traveler's Joy	
Convolvulus arvensis	Field Morning-glory	
Convolvulus sepium	Lady's-nightcap	
Cortaderia selloana	Pampas grass	
Cornus sp. except C. douglasii	hawthorn, except native species	
Cytisus scoparius	Soot's Broom	
Daucus carota	Queen Anne's Lace	
Elaeagnus densa	South American Waterweed	
Equisetum arvense	Common Horsetail	FAC
Equisetum telmateia	Giant Horsetail	FACW
Erodium cicutarium	Crane's Bill	
Geranium robertianum	Robert Geranium	
Hypericum perforatum	St. John's Wort	
Ilex aquifolium	English Holly	
Lemna minor	Duckweed, Water Lentil	OBL
Leontodon autumnalis	Fall Dandelion	
Lythrum salicaria	Purple Loosestrife	OBL
Myriophyllum spicatum	Eurasian Watermilfoil	OBL
Phalaris arundinacea	Reed Canarygrass	FACW
Poa annua	Annual Bluegrass	FAC
Polygonum convolvulus	Water Smartweed	OBL
Polygonum convolvulus	Climbing Bindweed	FACU-
Polygonum sachalinense	Giant Knotweed	NI
Prunus laurocerasus	English, Portuguese Laurel	
Rubus laciniatus	Evergreen Blackberry	FACU+
Rubus ursinus	Pacific Blackberry	NI
Senecio jacobaea	Tansy Ragwort	
Solanum dulcamara	Blue Bindweed	FAC
Solanum sarrachoides	Hairy Nightshade	
Taraxacum officinale	Common Dandelion	FACU
Utricularia vulgaris	Common Bladderwort	
Vincetoxicum major	Periwinkle (large leaf)	



Scientific Name	Common Name	Indicator Status
Vinca minor	Periwinkle (small leaf)	FACU
Xanthium spinosum	Spiny Cocklebur	
various genera	Bamboo sp.	

#### **Harmful Plants**

Cotinus maculatum	Poison-hemlock	FACW-
Laburnum watereri	Golden Chain Tree	
Rhus diversiloba	Poison Oak	FACU
Solanum nigrum	Garden Nightshade	

#### **PROHIBITED PLANTS**

The Prohibited Plants section is a listing of plants which the City of Portland prohibits being used in all reviewed landscaping situations within the city limits. This provision applies to the below named species only, and includes any sub-species, varieties or cultivars of these species. Existing in-ground plantings as of June 25, 1993 are exempt from this provision. Additional plant species are prohibited by adopted land use plans in specific areas or situations.

#### **Prohibited Plant List**

Scientific Name	Common Name	Indicator Status
Hedera helix	English Ivy	FACU-
Rubus discolor	Himalayan Blackberry	



CITY OF

# PORTLAND, OREGON

HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017  
Portland, Oregon 97204-1960  
Elizabeth A. Normand, Land Use Hearings Officer  
(503) 823-7719  
William W. Shatzler, Code Hearings Officer  
(503) 823-7307  
FAX (503) 823-4347

Hearing Date: October 23, 1995  
Decision Mailed: October 27, 1995  
Last Date to Appeal: November 10, 1995  
Effective Date (if no appeal): November 11, 1995

EXHIBIT

E

## REPORT OF HEARINGS OFFICER DECISION IN UNCONTESTED CASE

File No.: 95-00593 SU PU EN

Applicant: Scott Espedal, deedholder, 9015 NE Cliff Street, Portland, OR 97211

Represented by: Barry R. Smith, Architect, 621 SW Morrison Street, Room 1237, Portland, OR 97205

Location: SW First Avenue one block south of SW Slavin Road

Legal Description: Lot 10 of block 13, Lots 1, 2, 3, 9, and 10 of block 18, and Tax Lot 12 of block 19, Terwilliger Homestead Quarter Section: 3529

Tax Account #(s): R-82580-3340, -4450, -4560, -4720

Neighborhood: Corbett-Terwilliger-Lair Hill

Zoning/Designations: R2, R2c, Multi-Dwelling Residential (maximum density one unit per 2,000 square feet of site area), Environmental Conservation overlay zone

Land-Use Review: Planned Unit Development, Subdivision, Environmental

Hearings Officer Decision: It is the decision of the Hearings Officer to adopt the facts, findings, and conclusions of the Bureau of Planning in Section I, II, III, and IV of their Staff Report and Recommendation to the Hearings Officer dated October 13, 1995, and to issue the following approval:

Approval of the tentative plan for an 18 lot PUD and major land division and private street in substantial conformance with Exhibit C.

Approval of two variances: to 34.060.010.D to waive the requirement for a 70 foot diameter turnaround at the end of the private street, and to 34.60.020.B to reduce the required width of a drainageway easement from 15 feet from top-of-bank to 15 feet in total width.

Approval of three adjustments: to Table 120-3 and 33.120.225 to increase maximum building coverage for Lots 7-11 to 61%, to 33.266.120.C to allow paving in the front building setback for all lots for up to a width of 12 feet, and to 33.269.270.E to reduce the required width of a drainageway easement from 16 feet from top-of-bank to 15 feet in total width.

Approval of Environmental Review for the proposed PUD.

All approvals are subject to the following conditions:

A. The Final Plat shall include the following:

1. The final plat will include the statement:

"This plat is subject to the conditions imposed by the City of Portland in Planning Bureau File No. 95-00593 SU EN."

2. The natural water course on this site will be protected by drainage reserve. The drainage reserve will be at least 15 feet wide centered on the centerline of the water course, as approved by the Bureau of Environmental Services. The plat shall show the drainage reserve and state:

"This storm drainage reserve will remain in natural topographic condition. No private structures, culverts, excavations or fills will be constructed within the drainage reserve unless authorized by the City Engineer and applicable land use approvals."

3. The western lot line of Lot 14 must be rotated to a southeast/northwest direction, to provide about eight feet of street frontage, reducing the street frontage of Lot 13 to about the same amount. An easement may be placed over both frontages for shared pedestrian and motor vehicle access.

B. The Final Plat submission shall include the following regarding streets, tracts, and other easements:

1. All tracts and easements shall be noted on the plat including the purpose of the tract. The private street shall be shown on the plat as: "Tract A - private street," the common open space shall be shown on the plat as "Tract B - common open space." All utility easements, including the pedestrian easement, shall be shown on the final plat, and must be a minimum of 15 feet in width.

2. The "Tract A - private street" shall be 32-foot-wide, with 6 inch curbs or pavement reinforcement, 28-foot-wide paved roadway, and drywells to the standards of the Bureau of Buildings. The street grade can average no more than 13% and have no portion of it greater than 15%. A four foot wide, clear path, hard surfaced sidewalk shall be constructed on the east side of the Tract A.

3. A maintenance and ownership agreement, for the proposed Tract A and sidewalk easement, will be executed. The maintenance and ownership agreement, including the sidewalk easement maintenance, will be reviewed by the City Attorney and approved by the Bureau of Planning, prior to final plat approval.

4. The "Tract B - common open area" shall be at least 20% of the total site area outside of the "Tract A - private street." Activity is limited to natural resource protection and enhancement, and pedestrian access.

5. A 15-foot-wide public pedestrian easement connecting SW Slavin Road to the sidewalk on the east side of the private street, and from SW Slavin Road northwest through the "Tract B - common open area" to the northwest corner of the site, must be dedicated. The public easement must also be extended over the hard surfaced sidewalk within the "Tract A - private street."
  6. A five-foot-wide soft-surfaced pedestrian path must be constructed within the easement located in the "Tract B - common open area" prior to occupancy of any dwellings.
  7. A maintenance and ownership agreement, for the proposed "Tract B - common open area" will be executed. The maintenance and ownership agreement, including the pedestrian path within the tract, will be reviewed by the City Attorney and approved by the Bureau of Planning, prior to final plat approval.
  9. The plat shall indicate the date and book/page or volume/page of the Maintenance Agreement recording in the county records. The specific data may be filled in at the time of plat recording.
  10. Private open area must be designated for each lot and protected in the form of an easement or through covenants, conditions, and restrictions. Total designated private open area on all lots must equal 40% of the total site area outside of the "Tract A - private open space" minus the area of the "Tract B - common open area." If an easement is used for private open area protection, it must be shown on the final plat and identified as such. If the private open area is protected through the covenants, conditions, and restrictions, then they must reference the open space requirements so that lot owners are notified of and subject to the requirements of the private open space plan as it relates to their lots.
  11. A building permit is required for private street construction. Building permit plans must include complete grading, street construction plans and erosion control plans (Technical Guidance Handbook). The street including utilities shall be completed prior to issuance of building permits for the individual lots.
- C. The following shall be submitted along with the Final Plat:
1. The applicant shall provide two supplemental plats showing information not allowed on the final plat (survey) at the time of final plat submission. One full sized supplemental plan and one reduced copy at either 8.5" by 11" or 11" by 17" shall be submitted to the Bureau of Planning. All dimensions must meet the base zone, approved adjustments or adopted plan dimensions. At a minimum, this supplemental plan shall show the following on the final plat base map:
    2. Covenants, Conditions and Restrictions are required and must meet with the approval of the City Attorney and the Bureau of Planning. A homeowners association is required which outlines ownership and maintenance responsibilities for common areas and facilities. The city will be made a party of any covenant or restriction created to enforce any provision of this land use decision. The covenant or restriction will not be amended without approval of the City Attorney.
    3. A copy of this decision and conditions of approval (or City Council decision if appealed) shall be attached to the maintenance and ownership agreement. All future owners shall receive a copy of the subdivision decision (conditions), the

maintenance agreements, and any covenants, conditions, or restrictions required by this land use decision.

D. The following mitigation for environmental impact is required:

- a. All vegetation listed in the *Portland Plant List* on the Prohibited or Nuisance Plant List must be removed from the site. This must be done within one year of recording of the final plat. Ongoing maintenance to prevent reestablishment of these plants is necessary, and must be made part of the covenants, conditions, and restrictions.
- b. Groundcover in the common open area must be augmented when nuisance and prohibited plants are removed. Primary components of the forested understory must include salal and various ferns, as well as a large variety of woodland grasses and flowers. At a minimum, all disturbed areas must be seeded with a groundcover mix sufficient to give 90% groundcover within one growing season, and consist of at least eight species of plants, at least six must be flowers. Fifty percent of any seed mix used must be flowers when measured by area covered. This groundcover must be augmented by salal and fern planting at a density of one fern and one salal plant for every five square feet of disturbed area. Salal and fern must be of one gallon container size or larger. This must be done within one year of recording of the final plat. Ongoing maintenance to prevent reestablishment of these plants is necessary, and must be made part of the covenants, conditions, and restrictions.
- c. The remaining tree canopy must be enhanced with evergreen trees. At least one tree for every 500 square feet of common open area must be planted. At least four species must be planted, with no species comprising more than half of the total number planted. Trees must be at least four feet tall. Any Douglas fir must be planted on the periphery or in open areas to ensure sufficient sunlight to survive. This must be done within one year of recording of the final plat. Ongoing maintenance to prevent reestablishment of these plants is necessary, and must be made part of the covenants, conditions, and restrictions.
- d. All street trees must be native species.
- e. All vegetation in private open areas in side and rear yards must be native species as listed in the *Portland Plant List*. Existing trees should be retained to the greatest extent practicable.
- f. At least 80% of all trees, ferns, and salal must be alive after two years from planting. If this is not achieved, dead plants must be replaced.

**Basis for Decision:** Staff Report in 95-00593 SU EN, Exhibits A through E.7 and the hearing testimony of Duncan Brown and Applicant's Representative, Barry R. Smith.

  
Elizabeth A. Normand  
Hearings Officer

NOTES: The following standards are required by the City Code and will be required by Planning or other Bureaus as part of the major land division:

1. The public right of way and street improvements shall meet the requirements of Transportation Engineering (Exhibit E2-4).
2. The public storm sewer and sanitary improvements shall meet the requirements of the Bureau of Environmental services (Exhibit E1).
3. The water service improvements shall meet the requirements of the Bureau of Water Works (Exhibit E5).
4. The Fire prevention improvements shall meet the requirements of Fire Bureau (Exhibit E6).
5. The Building and grading improvements shall meet the requirements of the Bureau of Buildings (Exhibit E7).
6. The City of Portland has a Tree Removal ordinance which protects most trees over 12 inches in diameter measured 4.5 ft above the ground. This ordinance applies to this site if there is a tree(s) over 12 inches in diameter. To remove a tree over 12 inches in diameter, a permit is required from the City Forester. For a permit or information, contact the City Forester at 823-4489. (Ordinance 168486, effective February 2, 1995)
7. All encroachments shall be resolved prior to submission of the final plat. There shall be no encroachments on the plat from adjacent improvements.
8. All required utilities must be underground. All easements must be provided at no cost to the City. Structures, exterior improvements, and additional service facilities are not allowed in an easement unless approved in writing by the appropriate City service bureau. Street lighting, fire hydrants, paths and sidewalks, and water courses may be above ground. All public facilities must be constructed to City standards.

Decisions of the Hearings Officer may be appealed to City Council. Unless appealed, this Decision of the Hearings Officer is effective on November 11, 1995 the day after the last day to appeal.

ANY APPEAL OF THIS ACTION BY THE HEARINGS OFFICER MUST BE FILED AT THE PERMIT CENTER ON THE FIRST FLOOR OF THE PORTLAND BUILDING, 1120 S.W. 5TH AVENUE, 97204 (823-7526) NO LATER THAN 4:30 p.m. on November 10, 1995. An appeal fee of \$3,667.75 will be charged (one-half of the application fee for this case). Information and assistance in filing an appeal can be obtained from the Bureau of Planning at the Permit Center.

Failure to raise an issue by the close of the record at or following the final hearing, in person or by letter, precludes appeal to the Land Use Board of Appeals (LUBA) based on that issue.

Failure to provide sufficient specificity to allow the review body to respond to an issue raised precludes appeal to LUBA based on that issue.

Report of Hearings Officer Decision  
in Uncontested Case  
95-00593 SU EN  
Page 6

Neighborhood associations and low-income individuals may qualify for a waiver of the appeal fee. Assistance in filing the appeal and information on fee waivers are available from the Bureau of Planning in the permit Center in the Portland Building at 1120 S.W. 5th Avenue, 1st floor. Fee waivers for low income individuals must be approved prior to filing your appeal; please allow 3 working days for fee waiver approval. Fee waivers for neighborhood associations require a vote of the authorized body of your association. Please see appeal form for additional information.

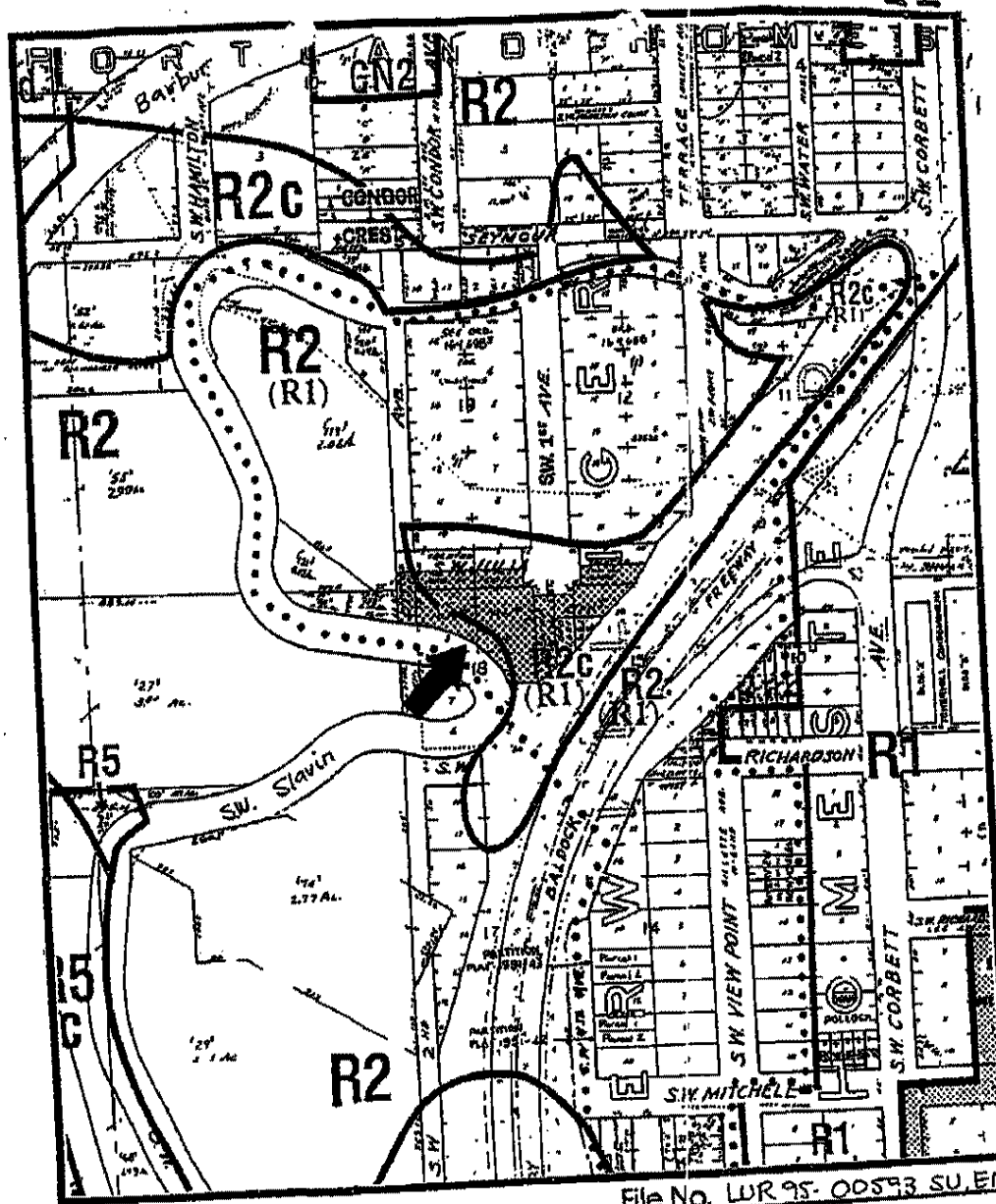
**Recording the final decision.** Unless this decision is recorded within 14 days of the effective date, it will be void. The applicant, builder or a representative must submit this decision to the City Auditor's Office in City Hall, 1220 S.W. 5th Avenue, Room 202, Portland, Oregon. The Auditor will charge a fee, and will record this decision with the County Recorder. A building or development permit will be issued only after this decision is recorded. If the review is for a Subdivision, or includes a Subdivision, the subdivision plat must be submitted to the City within three years of the final approval from the City. The subdivision must be recorded with the County Recorder and Assessors Office after final plat approval by the City and County Surveyor.

**Expiration of the approval.** The recorded decision expires three years from the recording date unless:

- A building permit has been issued, or
- The approved activity has begun, or
- In situations involving only the creation of lots, the land division has been recorded.

**Applying for your permits.** A building permit, occupancy permit, or development permit must be obtained before carrying out this project. At the time they apply for a permit, permittees must demonstrate compliance with:

- All conditions imposed here.
- All applicable development standards, unless specifically exempted as part of this land use review.
- All requirements of the building code.
- All provisions of the Municipal Code of the City of Portland, and all other applicable ordinances, provisions and regulations of the city.



# Zoning

File No. LUR 95-00593 SU, EN  
 1/4 Section 3529  
 Scale 1" = 200'  
 Request \_\_\_\_\_  
 Exhibit B



APRIL 2, 1998



[illegible]

REVISED  
TENTATIVE PLAN  
11-30-04  
WCP 95-593 SO EN  
10-16-95

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