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\$95.00	\$11.00	\$10.00	\$5.00

SPACE RESERVED
FOR
RECORDER'S USE

at _____ o'clock _____.M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

Stratford Park Homeowners
Association, Inc.

Name of Association

After recording, return to (Name, Address, Zip):

Stratford Park Homeowners Assn.
P. O. Box 9472
Bend OR 97708

NAME

TITLE

By _____, Deputy.

STATEMENT OF HOMEOWNERS ASSOCIATION INFORMATION*

1. The name of the homeowners association (as identified in the recorded declaration, conditions, covenants and restrictions or other governing instrument pertaining to the association) is: STRATFORD PARK HOMEOWNERS ASSOCIATION, INC.

2. The current name of the association, if different, is: _____

3. The name of a managing agent or treasurer or the association or other person authorized to receive assessments and fees imposed by the association is: CASCADE BOOKKEEPING, 361 NE Franklin Ave., Bend OR 97701
 XXXXX: The current Treasurer is: Diane Littlejohn c/o Stratford Park H.A.,
 Telephone number: _____ P.O.Box 9472 Bend OR 97708

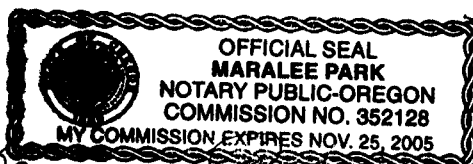
4. A list of the properties, as described for recordation in ORS 93.600, subject to assessment by the association, is as follows
 (attached exhibit if necessary): Stratford Park Subdivision Deschutes County City of Bend,
State of Oregon XXXXXXXXXXXXXXXXXX
~~XX~~
Copy of plat map for subdivision.

5. Information identifying the recorded declaration, conditions, covenants and restrictions or other governing instrument, including a reference to where the instruments are recorded, is as follows: Deschutes County Clerk, State of OR.
Original: Inst. 93-00170 Pgs 287-0641 to 287-0651 dated 12/30/02, Recorded 1/4/93.
Amended: Inst. Pgs 19 dated 5/16/02 Recorded
Attached to this document.

6. If this statement amends any previous homeowner association information statement(s), information identifying such prior recorded statement(s) is as follows: See above for original document reference:
Inst. 93-00170 Pgs 287-0641 to 287-0651 dated 12/30/02 Recorded 1/4/93.

Note: CCRs, Bylaws, Articles of Inc. Article 9 amended attached.

Subscribed and Sworn to before me
this 20th day of August, 2002. by
Julie Vayn
Hande



Maralee Park
Notary Public
my commission expires 11/25/05

STRATFORD PARK HOMEOWNERS
ASSOCIATION, INC. Name of Association

Bv

Title

BYLAWS OF STRATFORD PARK HOMEOWNERS ASSOCIATION, INC.

Article I - Memberships/Property Owners.

Section A. Annual Meetings

- (1) The annual meeting of the property owners of this corporation shall be held on the first Thursday of February at 5:30 o'clock pm unless such day falls upon a legal holiday when it shall be held on the next business day. It shall be held in the principal office and place of business of this corporation, unless a different place shall be designated in the notice of meeting, and shall be for the purpose of electing directors for the ensuing year, considering a report of the President, showing the condition of the corporation at the close of the last fiscal year, and for the transaction of such other business as may be brought before the meeting. The terms of office of the directors so elected shall continue until the election and qualification of their successor as provided herein.
- (2) It shall be the duty of the Secretary to cause a written notice of the annual meeting to be mailed to each property owner at his or her last known mailing address, ten days prior to the date of each meeting.
- (3) Notice of any regular meeting or meetings may be waived by written consent, whether executed before or subsequent to such meeting. The attendance of any member/property owner in person or his or her representation by proxy at such meeting shall be deemed a waiver of the prescribed notice.
- (4) In the event the annual meeting of the members/property owners of this corporation shall not be held as provided, the election of Directors and all other business which might have been transacted at such annual meeting shall be conducted at a special meeting of the members/property owners of this corporation called for such purposes.

Section B. Special Meetings.

Special meetings of the members/property owners may be called by any combination of property owners owning at least one tenth (1/10th) of the outstanding memberships of this corporation or any two directors of this corporation by giving the same notice as required for an annual meeting. A brief statement of the object or objects of such special meeting shall be included in the notice. Notice of any special meeting or meetings so called may be waived by any or all of the members/property owners by written consent, whether executed before or subsequent to such meeting; and the attendance of any members/property owners in person or his or her representation by proxy at such meeting shall be deemed a waiver of the prescribed notice

Section C. Quorum.

At any meeting of the members/property owners, the holders of majority of all the outstanding memberships lots present in person or represented by proxy shall constitute a quorum of the members/property owners for all purposes.

Section D. Voting.

At every meeting of the members/property owners, each member/property owner shall be entitled to vote in person or by proxy appointed by instrument in writing subscribed by such member/property owner or his or her duly authorized attorney and delivered to the chairperson of the meeting. In the absence of fractional votes cast by multiple members/property owners for a single lot, a vote cast by a single member/property owner is presumed to be the vote of all members/property owners for that lot. In the event of deadlock, the lot owners' vote shall not be counted.

Section E. Record Date

The membership list shall be fixed per ORS 65.221 and shall be closed for the meetings of the members/property owners during such periods as from time to time may be fixed by the Board of Directors. During such periods no membership shall be transferred. If no period is fixed by the Board of Directors, the record date for member/property owner meetings shall be the date of the notice of meeting.

ARTICLE II - Board of Directors

Section A. General Powers

The business and affairs of the corporation shall be managed by its Board of Directors. The Directors shall in all cases act as a Board and may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper which are not inconsistent with these Bylaws and the laws of the State of Oregon. The Board shall have the power and authority, among other things, to prescribe and fix the compensation of officers; to call meetings of property owners; and generally, to exercise all powers necessary for the guidance and transaction of the association's business.

Stratford Park Homeowners Association shall have the right to, in accordance with Oregon law, as fixed by their Board of Directors from time to time, assess each lot owner a uniform fee to pay for the pump station, fencing and improvements, to effectuate enforcement of the covenants, restrictions, and rules (Stratford Park Declaration of CCRS), and to record therefore a lien on the respective lot. The lien may be foreclosed by suit in the Circuit Court, Deschutes, County, State of Oregon in the event it is not paid when due, due date to be determined by the Board of Directors, and in the event of foreclosure, the Stratford Park Homeowners Association may be entitled to collect its actual costs and disbursements incurred (including without limitation, expert witness fees, copying expenses, deposition costs, transcription costs, court reporter fees, and transportation costs) in addition to reasonable attorney's fees incurred prior to trial, at trial, on appeal, and in any collection action.

Section B. Number and Election.

The corporation shall be managed by three Directors who shall serve staggered terms of 3 years. One director shall be elected at each annual meeting. Directors shall be elected at annual meetings by a majority of the quorum present. Thereafter they are immediately qualified to serve. Their term shall immediately commence for a period of three years or until their successor is elected. The total number of votes entitled to be cast for each Director's position shall be equal to the total number of lots within Stratford Park. Each lot owner shall have the right to cast one vote

for each lot owned. In the event a lot is owned by more than one owner, the majority of owners' votes shall control. In the event of deadlock, the lot vote shall not be counted. The Board of Directors shall meet within thirty days after their election. Thereafter it may exercise all authority granted an association under ORS 94.630.

Section C. Vacancies.

Whenever any vacancy shall occur in the Board of Directors by death, resignation, disqualification or from any other cause, the vacancy shall be filled at a special meeting of the members/property owners called for that purpose, without undue delay. The Directors shall be elected at such special meeting by the same majority and in the same manner as provided for in the annual election of Directors. The Director so elected to fill the vacancy shall hold office for the unexpired term of the Director whom he or she succeeds, and until his or her successor shall have been elected and shall have qualified. Vacancies may be filled on an interim basis by the Board of Directors.

Section D. Annual Meetings

A regular meeting of the Board of Directors of this corporation shall be held immediately following the annual meeting of the members/property owners, and no notice to the Directors shall be required for the purpose of holding this meeting.

Section E. Special Meetings

Special meetings of the Board of Directors may be called by an officer or Director of the corporation at any reasonable time by giving notice to each Director at least two days before the date of the meeting. The notice shall be deemed sufficient if deposited in the United States mail addressed to the last known mailing address of the Director, two days before the date of such meeting. The attendance of any Director at any such special meeting, or his or her written consent to the holding thereof executed previous to or at the beginning of such meeting, shall be deemed a waiver of this notice.

For other than emergency meeting, notice of Board of Directors Meetings shall be posted in one or more public places within the Stratford Park Subdivision.

All meetings of the Board of Directors are open to owners.

Section F. Quorum

A majority of the members of the Board of Directors shall constitute a quorum necessary for the transaction of any and all business of the corporation. In the event there shall be in attendance at any meeting of the Board of Directors a lesser number than a quorum, the Director present may adjourn the meeting to another day, at which time of adjournment the Directors present shall give each other Director at least one day's notice.

Section G. Contracts

Inasmuch as the Directors of this corporation may be connected with other corporations with which this corporation may have business dealings, no contracts or other transactions between this corporation and any other corporation shall be affected by the fact that the Directors of this corporation are interested in or are Directors or officers of such other corporation. Any Director individually may be a party to, or interested in, any contract or transaction with this corporation, provided:

- (1) the "interest" of the Director is disclosed to the Board;
- (2) the interested Director may not vote in favor of the transaction, although his or her presence may be counted toward a quorum; and,
- (3) the Board approves the transaction at a regular or special meeting.

Section H. Removal of Directors.

Any or all of the Directors may be removed for cause by majority vote of the Board of Directors. Directors may be removed without cause by majority vote of the members/property owners.

Section I. Presumption of Assent.

A Director of the corporation who is present at a meeting of the Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent is waived by a Director who voted in favor of such action.

ARTICLE III

Section A. Number and Term

- (1) The officers of this corporation shall consist of a President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors, in its discretion, may by resolution appoint Directors, or members/property owners as assistant officers as may be deemed necessary. Said assistant officers are not officers of the corporation.
- (2) The same person may hold one or more offices of this corporation as determined by the Board of Directors, except that a person may not simultaneously hold the offices of President and Secretary.
- (3) The officers of the corporation shall be appointed by resolution of the Board of Directors annually at the first meeting of Directors held after the annual meeting of members/property owners. Such officers shall be appointed for such terms and with such powers and duties as shall be determined by the Board of Directors.

Section B. Removal.

All officers of the corporation shall be subject to removal at any time by majority vote of the Board of Directors.

Section C. Duties of Officers

- (1) The President shall preside at all meetings of the Board of Directors and members/property owners and shall perform such other duties as the Board of Directors may from time to time authorize.
- (2) The Secretary shall subscribe the minutes of all meetings of the members/property owners and the Board of Directors. He or she shall mail notices to both the members/property owners and the Directors of the

holding of any meetings as prescribed by these Bylaws. He or she shall perform such other duties as the Board of Directors may authorize or direct. The Secretary shall also keep, and update from time to time, a list of the property owners within Stratford Park.

- (3) The Assistant Secretary, in the event of appointment by the Board of Directors, shall, in the Secretary's absence or in case of an inability to act or in case it shall be inconvenient to so act, perform such duties of the Secretary as may be necessary. He or she shall perform such other duties and exercise such authority as the Board of Directors shall direct or confer.
- (4) The Treasurer shall have charge on behalf of the Board of Directors of all funds belonging to the corporation. The treasurer shall review the receipts and distribution of the funds of the Stratford Park Homeowners' Association by the designated business on behalf of the corporation. The business processing the corporation funds is to be designated by a majority decision of the Board of Directors. Separate banking accounts may also be designated by the Board of Directors and supervised by the Treasurer.
- (5) All funds of the corporation shall be under the supervision of the Board of Directors and shall be handled and disposed of in such manner and by such officers or agents of this corporation as the Board of Directors may by proper resolutions from time to time authorize.
- (6) The Board of Directors may create such subordinate offices and employ such subordinate officers or agents as it may from time to time deem expedient and may fix the compensation of such officers or agents and define their powers and duties, provided such powers and duties do not constitute a delegation of such authority as is reposed in the Directors by law, which shall be exercised and performed exclusively by them.
- (7) The Board of Directors shall also have power to appoint a general manager, who shall hold office at the pleasure of the Board. The Board of Directors shall have the power to delegate to deem necessary to facilitate the handling and management of the corporation's property and interests.

ARTICLE IV - Corporate Seal

No corporate seal will be used by the association.

ARTICLE V - Restrictions on Transfer

No membership property owner's interest in this corporation shall be transferred except in accordance with this paragraph. When a member/property owner ceases to be a property owner in Stratford Park, he or she shall no longer be a member/property owner, nor shall he or she have an interest in this corporation. In the absence of an election to not be a member delivered to the Secretary within 30 days of taking title to a lot in Stratford Park, a person or persons purchasing a lot shall automatically become a member and be registered in the member/property owners book of records of the Secretary. Notwithstanding an election to not be a member, all owners of lots within

Stratford Park are subject to, and under the governing jurisdiction of the Stratford Park Homeowners Association, Inc.

ARTICLE VI - Amendment of Bylaws

The Bylaws may be modified or repealed and new Bylaws may be adopted by a majority vote of the membership/property owners.

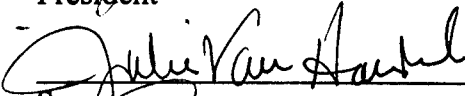
CERTIFICATION OF AMENDMENT

I hereby certify that the foregoing Amended Bylaws were duly adopted by a majority vote of the membership/property meeting on the 14 day of May, 2002.

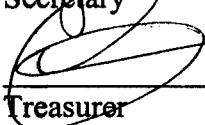
DATED: August 19, 2002



President



Secretary



Treasurer

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STRATFORD PARK HOMEOWNERS ASSOCIATION, INC.

These Covenants, Conditions and Restrictions are made this 5th day of May, 1992, by Sounder Construction, Inc., hereinafter referred to as "Declarant", as owner of the real property in Deschutes County, Oregon, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as STRATFORD PARK.

This property is being developed for residential purposes. Except where this Declaration for STRATFORD PARK conflicts with applicable governmental or municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by applicable zoning ordinances of Deschutes County or the City of Bend, the more restrictive standard or requirement of the applicable Deschutes County or City of Bend ordinances shall apply.

SECTION 1. DEFINITIONS

- 1.1 STRATFORD PARK: The term "STRATFORD PARK" shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.2 DECLARANT: The term "Declarant" shall mean the above named owner, or its successors in interest.
- 1.3 LOT: The term "Lot" shall mean each parcel shown on Exhibit "A" attached and by this reference incorporated herein.
- 1.4 DECLARATION: The terms "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for STRATFORD PARK.
- 1.5 HOMESITE: "Homesite" shall mean a lot as defined herein.
- 1.6 OWNER: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.
- 1.7 IMPROVEMENTS: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, lawn/yards, hedges, windbreaks, signs, satellite receiving antennas or dishes, storage areas and all other structures of every type and every kind above the land surface.
- 1.8 HUD/VA: "HUD/VA" means the U.S. Department of Housing and Urban Development/Veterans Administration. BOARD: The term "Board" shall mean and refer to the Stratford Park Homeowners' Association Board of Directors.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD PARK

2.1 GENERAL DECLARATION CREATING STRATFORD PARK: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit

"A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of STRATFORD PARK run with all of said real property for all purposes and shall be binding upon and insure to the benefit of Declarant and all owners, and their successors in interest as set forth in this Declaration.

SECTION 3. ARCHITECTURAL CONTROLS

3.1 **APPROVAL REQUIRED:** No improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained or be permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Stratford Park Homeowners Association, Inc., an Oregon nonprofit Corporation.

3.2 **PROCEDURE:** Any owner proposing to construct any improvements within STRATFORD PARK (including any exterior alteration, addition, destruction or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 **REQUIRED DOCUMENTS:** Any owner proposing to replace previously constructed improvements to utilize, improve or develop real property within STRATFORD PARK shall submit the following items for review:

- a. A site plan showing the location, size, configuration and layout of any building, structure of improvement (or, where applicable, any alteration, addition, modification or destruction thereto) including appurtenant facilities for parking, storage, fences and vehicular and pedestrian traffic and circulation.
- b. Architectural plans and drawings showing the nature, style and dimensions of any building, structure, fence, wall barrier or deck (or, where applicable, any alteration, addition modification or destruction thereof), including the exterior material types, colors and appearance.

3.4 **REVIEW:** All plans and drawings identified in paragraph 3.3 above shall be submitted to Stratford Park Homeowners Association, Inc. (SPHA) Board for review prior to the performance of any proposed work. No plans shall be reviewed until all items specified in this section are submitted. Within 30 days following receipt of such plans and drawing, *the* SPHA the Board shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for STRATFORD PARK. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the STRATFORD PARK development concept, the owner shall resubmit those non conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by the SPHA Board. Any site plans, constructions plans or similar plans and drawings submitted to City of Bend or Deschutes County in connection with the construction of any improvement in STRATFORD PARK must bear the prior written approval of the SPHA Board.

3.5 ARCHITECTURAL GUIDELINES: The development concept for STRATFORD PARK shall be determined by Declarant in accordance with Section 9.1, applicable statutes, ordinances, regulations, zoning and other governmental land use controls.

3.6 INSPECTION: All work related to any building, structure or improvement within STRATFORD PARK shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant and SPHA upon organization, shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non conforming. In the event that it is determined in good faith by SPHA that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. Declarant, SPHA, or an officer, director, employee, agent or servant of SPHA shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 WAIVER: Any condition or provision of paragraph 3.2 through 3.6 above may be waived by Declarant or SPHA in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for STRATFORD PARK. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraph 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provision. No waiver shall be valid unless it is in writing, signed by an authorized representative of SPHA and delivered by certified mail to the party claiming the benefit of such waiver.

SECTION 4. RESTRICTION ON USE OF PROPERTY

4.1 OCCUPANCY: No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than those specifically allowed by City of Bend or Deschutes County Ordinance.

4.2 IMPROVEMENTS: Each lot within STRATFORD PARK shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire or health hazard.

4.3 APPEARANCE: All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on any lot shall be out of sight of the facing streets of STRATFORD PARK and other residences.

4.4 TREES: All existing trees on the common areas and individual lots are to remain and shall not be removed unless diseased or creating a hazard, except with prior approval of the SPHA Board. If removed, it shall be replaced by a juvenile or mature tree of similar species.

4.5 CONSTRUCTION AND ALTERATION: Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of SPHA. No commercial harvesting of timber or mining of any type shall be allowed.

4.6 OFFENSIVE OR COMMERCIAL ACTIVITY: No offensive or commercial activity, except as allowed by applicable ordinance, shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 SIGNS: No sign of any kind shall be displayed to public view on or from any lot without the prior written consent of SPHA, provided, however, that an owner may display not more than one (1) "For Sale" or "For Rent" sign per lot which has a minimum area not to exceed 300 square inches, the longest dimension being not greater than 20 inches. One additional sign may be placed at the entry to Stratford Loop (The same size limitations apply). These sign regulations do not apply to one "Neighborhood Watch" sign per unit or to sales by Declarant.

4.8 EXTERIOR LIGHTING OR NOISE MAKING DEVICE: No noise making device shall be placed on a lot or any portion thereof without the SPHA's prior written consent. No exterior lighting shall be placed in a manner which might be an impact on another residence or its view.

4.9 ANTENNAS: No television antenna, radio antenna, satellite dishes or other receiving device shall be placed on any lot without the SPHA's prior written consent. Satellite dishes may be allowed, but only in a manner that is as visually unobtrusive to other property owners as reasonably possible, and in accordance with 47. CFR 25.104.

4.10 LIMITATION ON TRANSFER: No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than six persons.

4.11 MOBILE HOMES: No house trailer, fifth wheel trailer, camper, mobile home, manufactured home, tent or other similar structure, whether permanent or temporary, shall be erected or placed on any lot. An RV storage area is available as common area on a first reserved basis.

4.12 SINGLE FAMILY RESIDENCES: No more than one single family residence shall be erected or placed on any lot.

4.13 HEIGHT RESTRICTIONS: Structures built on Lots may not exceed 17 feet, 25 feet two story, in total height (measured from the natural ground level and without addition of fill), if they are built on the ridge line or height point on the parcel.

4.14 COMMON DRIVEWAY EASEMENTS: Each reciprocal common wall lot owner is afforded an access easement over the immediately adjacent lot's common driveway as shown in Exhibit "A" , and each lot owner for which there is a common driveway shall be equally responsible for maintenance of the common driveway. All driveways shall be of asphalt or similar material and be maintained in good condition. Lot 13 and Lot 36 have a single driveway and their driveways shall likewise be of asphalt or similar material, and shall be maintained in good condition.

4.15 ELECTRIC AND TELEPHONE LINES: Electric, telephone and cable easements shall be provided for service in approximately the location as shown on attached map (Exhibit "B"). All areas of STRATFORD PARK will be required to have underground service, except that overhead lines shall be allowed where there would be minimal visual impact on others and as allowed by the City of Bend and the subject utility.

4.16 SETBACK AND LOT SIZE: All structures in STRATFORD PARK will be built a minimum of 14 feet back from Stratford Loop. All residence Lot sizes are to be a minimum of 2125 square feet.

4.17 DOGS: No dog shall be allowed to run at large in STRATFORD PARK. Pet owners are responsible for their pets.

4.18 MINIMUM BUILDING SIZES: The minimum size for primary residence in STRATFORD PARK shall be 940 square feet. (Garages are not included in these limitations.)

4.19 VEHICLE RESTRICTIONS: No semitrailer or other trailer, camper, mobile home, motor home, commercial vehicle, truck, inoperable automobile vehicle, snow mobile, recreational vehicle, boat or similar equipment shall be permitted to remain on any part of any lot.

4.20 FIREARMS: No firearms, BB, or pellet guns, shall be discharged within any areas of STRATFORD PARK.

SECTION 5. COMMON AREAS

5.1 FENCING AND STORAGE AREA: In the Southeast corner of STRATFORD PARK a fenced storage area is to be provided by Declarant. A 42" chain link fence along the Northern and Eastern property lines is to be erected by the Declarant. Field fencing will be erected along the Southern property line by Declarant.

5.2 PUMP STATION: A private pump station for sewage for the entire development will be constructed by Declarant.

- a. Each lot owner is required to comply with any sewer and water service agreements executed by Declarant or SPHA and the City of Bend, as may be amended from time to time, including the obligation to pay an equal share of any sewage, irrigation, or water fees or charges, and to pay for repairs, maintenance, replacements, corrections as needed, or as required to the pump station by the appropriate regulatory or health authority.

5.3 HUD/VA REQUIREMENTS, OTHER COMMON AREAS, COMMON WALLS, ACCESS EASEMENTS, AND LIENS AND CHARGES:

- a. All common areas shall be conveyed by Declarant to SPHA free and clear of all encumbrances before HUD insures an mortgage in the subdivision.
- b. A common area or bulb in the Stratford Loop cul de sac will be was constructed by Declarant and each lot owner has a right and easement of enjoyment to the common area which is appurtenant to the title to the owner's or owners' respective Lot.
- c. The North and Northeasterly exterior perimeter of the subdivision, Lots 1 through 17 of the subdivisions and the Westerly boundary of Lot 26 through 29 contain a common 5 foot easement, and the South boundary of Lots 18 through 25 contain a common 12 foot easement, and the Easterly Boundary of Lots 30 through 36 contain a common 15 foot easement, which shall not be fenced or in any manner obstructed, in order to facilitate access by police, security, or fire personnel. Said common easements shall not merge by virtue of sole ownership by any one person or entity including declarant or two or more parcels. The easements described in this subparagraph c are to be maintained by the lot owner.
- d. Each lot owner shall bear an equal responsibility for costs of maintenance and repair of the aforementioned storage area, fencing, sewage or pump station, all other common areas, common access easements (not including common driveways - Paragraph 4.14), and improvements.
- e. The SPHA shall have the right to record a lien and foreclose the lien in accordance with ORS 88.010 et. seq. for any unpaid assessments, fees or charges for maintenance and repair of the aforementioned pump station, fencing, and improvements, and for maintenance and insurance of the common areas, storage

area, and for access easement maintenance, and for any fines, costs, or assessments incurred by owner for noncompliance with CCRs, Bylaws or Rules and Regulations. Said lien shall be subordinate to the lien of any 1st position mortgage. Mortgagees are not required to collect any assessments.

- f. Failure to pay assessments does not constitute a default under any insured mortgage.
- g. In the event a lot owner fails to pay any charges or assessments made, when due, the SPHA is required and empowered to enforce and collect said liens on not less than an annual basis against the subject lot, and/or personally against the Lot owner or owners at the time the charge accrued, and may recover in addition to costs and disbursements, reasonable attorney's fees.
- h. All and any portions of any common area cannot be mortgaged or conveyed without consent of 80% or more of votes within the SPHA.
- i. SPHA shall obtain insurance for all insurable improvements in the common property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard if the insurance is available at reasonable cost; and a public liability policy covering all common property and all damage or injury caused by the negligence, errors or omissions of the association, its officers, employees, agents, and board members acting on behalf of SPHA.
- j. Where common walls exist each reciprocal Lot owner shall have an equal responsibility to maintain, repair and replace said wall, except for negligent or willful damage occasioned by an adjoining owner, their agents, contractors, licensees, invitees or trespassers on the adjoining Lot. No common wall owner shall bore, drill, alter, damage or injure in any fashion a common wall.
- k. Annexation of additional properties, dedication of common area, Amendment of these Declaration and Covenants require HUD/VA approval so long as a Class B membership exists.

SECTION 6. STRATFORD PARK HOMEOWNERS' ASSOCIATION, INC.

6.1 FORMATION OF STRATFORD PARK HOMEOWNERS' ASSOCIATION, INC. AN OREGON NON-PROFIT CORPORATION:

- a. Declarant has formed an Oregon nonprofit organization called the Stratford Park Homeowners' Association, Inc. (SPHA). SPHA shall be governed by a three person board of directors. Each Lot owner is automatically granted membership in SPHA and a voting right in SPHA. Corporate stock shall not be issued.
- b. Persons eligible for the Stratford Park Homeowners Board shall be limited to owners of any Lot within STRATFORD PARK. After three Lots have been conveyed or sold, Declarant shall hold a meeting of SPHA and then conduct an election of the board of directors. The three nominees obtaining the three highest vote totals shall constitute the initial board of directors.
- c. Declarant's HUD/VA Class B membership (Declarant's weighted vote) ceases and converts to Class A membership upon the earlier of the following:

- (1) 75% of the Lots are sold/deeded to homeowners
 - (2) Twenty-four months after recordation of these declarations.
- d. The total number of votes entitled to be cast for each director's position shall be equal to the total number of lots (36) within STRATFORD PARK. Each Lot owner shall have the right to cast one vote for each Lot owned. In the absence of fractional votes cast by multiple property owners for a single lot, a vote cast by a single property owner is presumed to be the vote of all property owners for that lot. In the event of deadlock, the owners' vote shall not be counted. The initial board of directors shall meet within thirty days after their election and may at that time adopt any governing documents including guidelines, procedures, rules and regulations relating to the architectural, landscaping, signing and lighting controls within STRATFORD PARK.
 - e. SPHA shall have the right to, in accordance with Oregon Law, as fixed by their Board of Directors from time to time, assess each Lot owner a uniform fee to pay for common area maintenance, insurance, and maintenance expenses for the pump station, fencing and improvements, to effectuate enforcement of the Covenants and Restrictions, and to record therefore a lien on the respective Lot. The lien may be foreclosed by suit in the Circuit Court, Deschutes County, State of Oregon in the event it is not paid when due, due date to be determined by the Board, and in the event of foreclosure, the SPHA may be entitle to collect its actual costs and disbursements incurred in addition to reasonable attorney's fees and as provided in paragraph 5.3 (e) above.

6.2 FAILURE TO ORGANIZE-DISSOLUTION

- a. In the event Declarant is unsuccessful in organizing the Board of Directors of SPHA within the organizational period specified above, Declarant shall have no further responsibilities relating to the SPHA and the SPHA shall be organized exclusively by the owners of Lots within STRATFORD PARK. Such failure of organization of the SPHA shall not affect the existence of the SPHA or the effectiveness of this Declaration.
- b. In the event the SPHA dissolves, as well as at any other time, any individual Lot owner, or group of Lot owners, may enforce in a court of competent jurisdiction, these declarations, covenants and restrictions. No special injury or monetary damage may be shown to enforce the covenants, conditions and restrictions.
- c. The assets of SPHA upon dissolution can only and shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

SECTION 7. DURATION AND AMENDMENT OF THIS DECLARATION AND BYLAWS

7.1 DURATION: The Covenants, Conditions and Restrictions of STRATFORD PARK shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an

instrument directing the termination of the Declaration signed by owners of not less than two-thirds of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for STRATFORD PARK are terminated as set forth above in this section.

7.2 AMENDMENT: This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any part thereof upon the written consent or affirmative vote of the ownership interests representing 75% of the Lots (27 out of 36) subject to these Restrictions. So long as a Class B membership exists, approval of HUD/VA is required before any Amendment to these declarations may become effective.

7.3 Any amendment, deletion or repeal to this Declaration shall not become effective until recorded in the official Records of Deschutes County, Oregon.

7.4 Bylaws of SPHA may be amended by such procedures as are adopted in the bylaws. In no event shall procedures for bylaw amendments require more than a majority vote of members attending a membership meeting where a quorum is present and where notice was given of the proposed bylaws amendments.

SECTION 8. ENFORCEMENT

8.1 These declarations shall be specifically enforceable by Declarant, SPHA Board as above provided, or by any owner of any lot in STRATFORD PARK. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition. Failure to enforce this declaration at any time does not constitute or imply a waiver of the right to enforce the declaration at other times or under other circumstances.

8.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

SECTION 9. DEVELOPMENT CONCEPT - CITY OF BEND MASTER PLAN

9.1 The intention of the Declarant is that STRATFORD PARK will be developed with conventional, zero lot line or common wall homes and as a HUD/VA project. No unconventional or controversial designs will be allowed and HUD/VA regulations shall control. The Lot owners shall further not violate the City of Bend master plan for five years from the date of recordation hereof. (City of Bend File -3-92/C-7-92/V-45-91).

SECTION 10. EFFECT OF DECLARATION

10.1 The Covenant, Conditions and Restrictions of this declaration shall run with the land included in STRATFORD PARK and shall bind, benefit and burden each Lot and the common areas in STRATFORD PARK. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot, their successors,

assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in STRATFORD PARK. The use restrictions and regulations set forth in Section 3 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as STRATFORD PARK and their successors in interest as set forth in this declaration, including any person who holds such interest as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

CERTIFICATION

I, Julie Van Handel, Secretary of Stratford Park Homeowners Association, Inc. hereby certify that on or between the 16 day of MAY, 2002 and the 14 day of MAY, 2002 a vote of the Stratford Park Subdivision lot owners was held to consider the adoption of amendments set forth in the above RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR STRATFORD PARK.

I further certify that 75% or more of the eligible votes were cast.

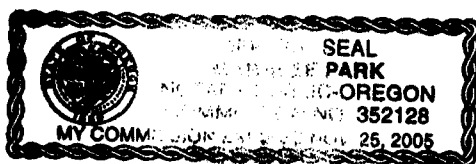
I further certify that the final vote tally was 75% or greater if the ownership interests in favor of adoption and therefore sufficient for adoption of the RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR STRATFORD PARK. The ballots are maintained by SPHA at its principal place of business and are available for inspection by the membership upon reasonable notice to SPHA.

DATED this 19 day of August, 2002

Julie Van Handel
Secretary of Stratford Park Homeowners Association, Inc.

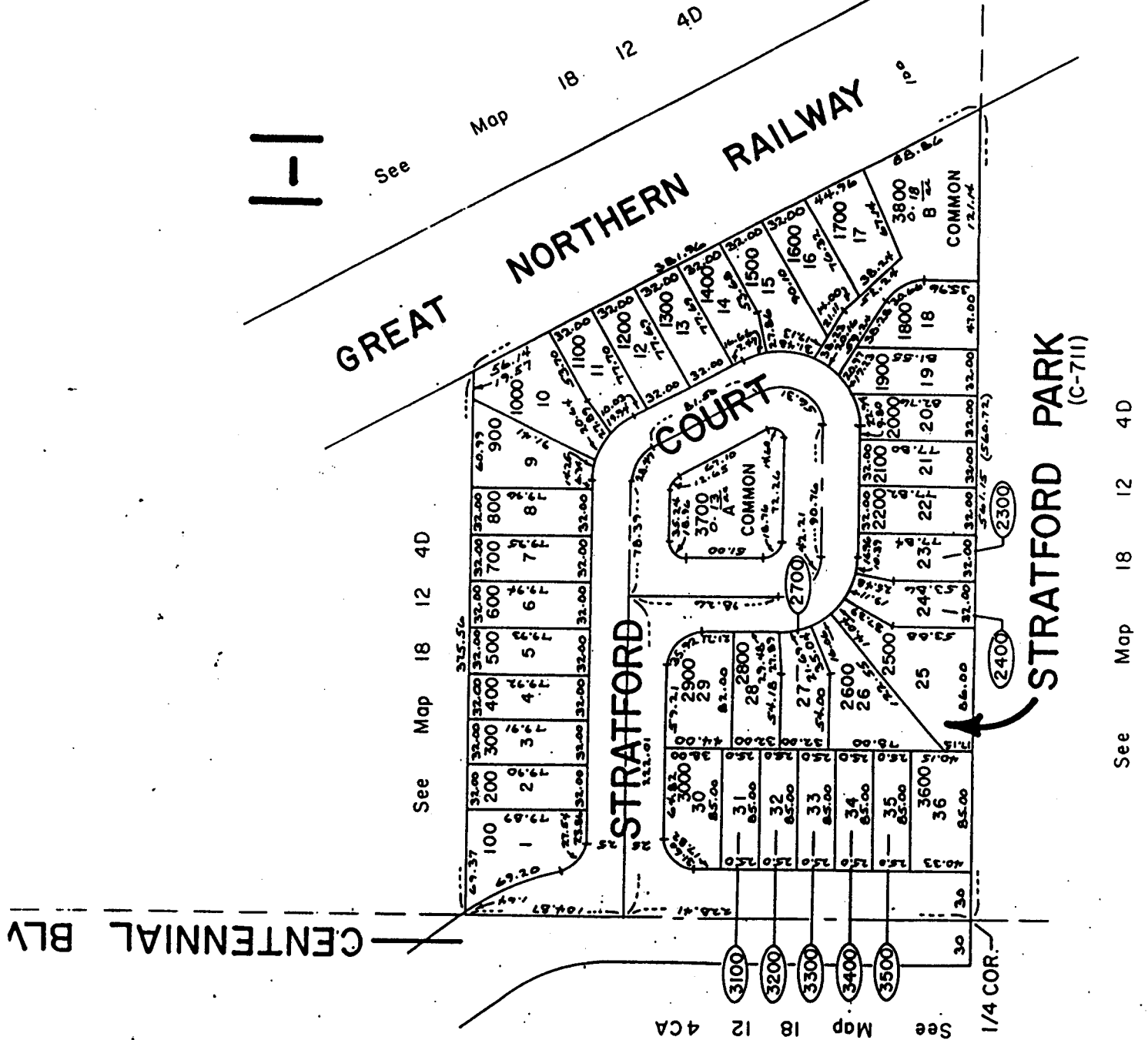
STATE OF OREGON)
) ss
County of Deschutes)

The foregoing instrument was acknowledged and certified before me by Julie Van Handel this 19th day of August, 2002.



Maralee Park
Notary Public for Oregon
My Commission Expires: 11/25/05

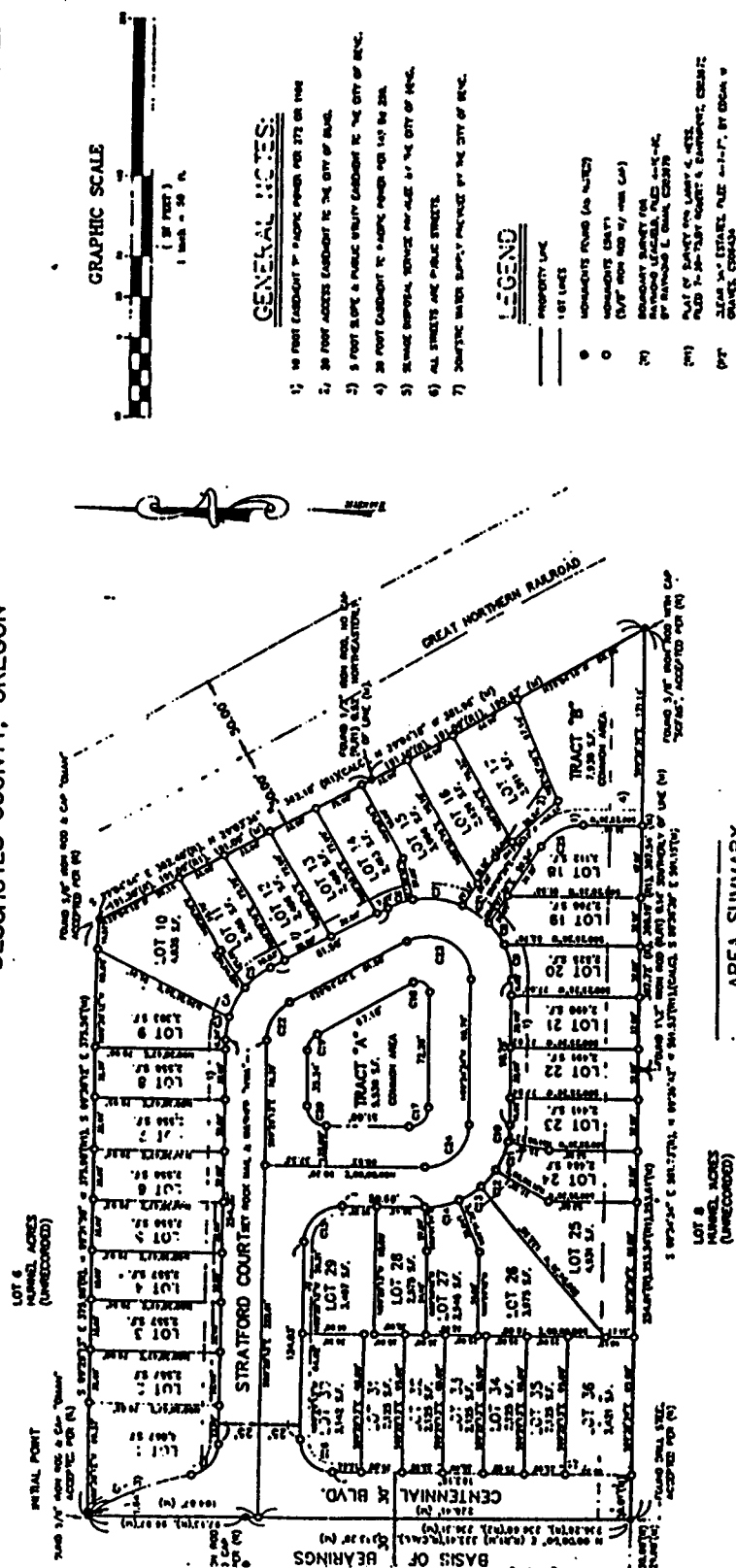
EXHIBIT "A"



STRATFORD PARK

LOCATED IN: THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP
18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND,
DESCHUTES COUNTY, OREGON

FILED
MAR 11-18-92
DECATUR COUNTY SHERIFF
OFFICE

[illegible]

• The 3 authors have no financial interest in the subject matter.

FOUND ALUM. CAP STAMPED
WT-030 1980, DESOMTES
COUNTY CONTROL SURVEY

ROBERT OWEN
THOMAS OWEN
OWEN

171-8282
JUL 12, 1966
PHILIP R. SALDOR
1966

AREA SUMMARY

LOT 1	4057	2525
LOT 2	2557	2546
LOT 3	2557	2541
LOT 4	2558	2544
LOT 5	2558	2543
LOT 6	2558	2545
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DUE TO THE QUALITY OF

APRIL

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