

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

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AMENDMENT TO THE
DECLARATION OF UNIT OWNERSHIP
FOR

THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM
an Oregon Condominium

WHEREAS, the Declaration of Unit Ownership for The Townhome Village at Cedar Hills Condominium was recorded on December 24, 1975, in the Washington County Book of Records, Book 1060, Page 566 et. seq.; and

WHEREAS, the title to all units in said condominium remains in the Declarant; and

WHEREAS, it is presently the desire of the Declarant to make minor changes relative to mortgagee's rights and limited common elements.

NOW, THEREFORE, the Declaration of Unit Ownership for The Townhome Village at Cedar Hills Condominium is hereby amended by replacing pages 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 with the pages attached hereto. The attached pages shall entirely supersede similarly numbered pages in the recorded Declaration of Unit Ownership.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Amended Declaration of Unit Ownership to be executed this 17th day of FEBRUARY, 1976.

THE ROBERT RANDALL COMPANY

By [Signature]
Robert B. Randall, President
DAVE AMATO VICE
By [Signature]
Ralph Vranizan, Secretary

STATE OF OREGON)

County of MULTNOMAH)

ss. FEBRUARY 17, 1976

Personally appeared the above named DAVE AMATO and ROBERT B. RANDALL and

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Exhibit "A"

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RALPH VRANIZAN, who being duly sworn did say that they are the
VRC-President and Secretary, respectively, of The Robert Randall
Company, an Oregon corporation, and that the seal affixed to
the foregoing instrument is the corporate seal of said corpor-
ation and that said instrument was signed and sealed in behalf
of said corporation by authority of its Board of Directors,
and they acknowledged said instrument to be its voluntary act
and deed.

BEFORE ME:

David R. Jones
Notary Public for Oregon
My Commission Expires: 9/17/77

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The Declarant shall elect whether and to what extent to proceed with Stage II on or before July 31, 1978. Unless the Declarant notifies the owners in the previous stage of its election not to proceed by the above dates, all units proposed for Stage II shall be developed. Such notice shall be sent to the condominium addresses of unit owners in the previous stage by letter, postmarked on or before the above date. By such notice, Declarant may elect to develop less units than the number proposed in this Declaration. Common elements at each stage shall be adjusted by the Declarant accordingly. A Supplemental Declaration will, in due course, be executed and recorded by the Declarant to submit units in Stage II to the Oregon Unit Ownership Law, unless prior to the above dates the Declarant elects not to proceed with Stage II.

3.4. Garages.

The garages attached to respective units as shown on Page 1 of Exhibit "B" shall be deemed to be a part of the unit to which they are attached. The unattached garages shall be limited common elements. The use of each unattached garage shall be limited in use to the owner of the unit which bears the same number as such garage.

(4) General Common Elements.

The general common elements of Stage I consist of the recreational building, a swimming pool and pool equipment building, a putting green, an 11-space recreational vehicle parking area, the parking spaces (not including garages which are separately owned or those which are limited common elements, or any other limited common elements), fences, grounds, walkways, landscaping and basically all portions of the condominium which are not part of any unit.

No amenities other than landscaping are proposed to be a part of Stage II. In addition to the landscaping, the common elements to be added by proposed Stage II will consist of everything in such stage which is not a part of any unit.

Each unit owner shall have a percentage ownership in the general common elements as set forth above in Section 3.3 and shall be liable for the general common expenses in the same proportion.

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As used in this Declaration or Bylaws the term "common elements" shall be synonymous with "general common elements." See section (6) for definition of "limited common elements."

The general common elements shall be used in accordance with and subject to the following provisions:

4.1. Rules and Regulations Promulgated by the Association.

No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

4.2. Maintenance and Repair.

Maintenance and repair of the common elements, including all underground utilities, shall be the responsibility of the Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses resulting from the aforesaid maintenance and repair, except those portions restricted in use to a single unit, shall be borne on the periodic basis as determined by the Association in the same percentage which each unit has an interest in the common elements. The Association of Unit Owners, through its officers, shall notify any unit owner who fails to maintain common elements, the use of which is restricted to such unit owner. The notice shall be in writing and shall describe the maintenance required to be carried out. If such unit owner fails to perform such required maintenance or arrange with the Association's officers for a reasonable extension of time, the maintenance shall be performed by the Association, and the unit owner shall be assessed

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for the cost incurred by the Association. All assessments made by the Association pursuant to this Declaration or the Bylaws shall constitute a lien on the unit of the owner so assessed which may be recorded and foreclosed as provided in ORS 91.580.

4.3. Income from Common Elements.

All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be divided among the unit owners in the same proportions as their percentage interest in the common elements. The Board of Directors may, in its discretion, disburse such income directly to the unit owners or use the funds to help meet the expense of maintaining the common elements.

4.4 Recreational Vehicle Parking Spaces.

Stage I includes a recreational vehicle parking area as part of the general common elements. The Board of Directors shall promulgate rules and regulations related to the use of these common elements for the benefit of all unit owners. A reasonable charge shall be made for the use of this parking facility, which shall not be less than an amount sufficient to defray maintenance expenses related to such facilities. The Board of Directors shall set up an assignment system for the recreational vehicle parking spaces and a waiting list in the event demand for use exceeds the number of spaces. The spaces shall be assigned on a first-come, first-served basis. Provided, however, if a waiting list exists, no unit owner may be assigned more than one space.

4.5. Reservation of Use by Declarant During Construction and Prior to Sale of All Units.

During the course of construction for both stages of the condominium, the Declarant shall have an easement to traverse and store materials upon the common elements as may reasonably be necessary for the purpose of completing construction and landscaping of the condominium project or any part thereof. Until units in both stages are sold or until July 31, 1980, whichever is earlier, the Declarant shall have the right to maintain a sales office in the recreational building.

(5) Right of Entry.

In case of an emergency originating in or threatening

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his unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association.

If any portion of the common elements, limited common elements or units encroaches upon another, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the family units agree that minor encroachment due to such rebuilding shall be allowed and an easement shall exist for such purpose.

Upon request and at reasonable times, any unit owner shall be permitted to enter and travel through areas otherwise restricted to the use of another unit owner for the purpose of maintaining or moving large objects into the area restricted in use to the unit owner making such request. The request shall be made to the unit owner whose private area will be entered. Any unreasonable refusal shall be brought to the immediate attention of the Board of Directors.

(6) Limited Common Elements.

The unattached garages shall be limited in use to the owners of units which bear the same number as each such unattached garage. The following numbered units are those to which correspondingly numbered unattached garages are limited in use: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 19, 20, 21, 22. All other units have attached garages and have no limited common elements appertaining to them. In addition to the above, the patios, porches and fenced yards shown on the plans, which are attached hereto as Exhibit "B," shall be limited common elements with use limited to the unit to which they are appurtenant. Limited common elements appurtenant to a unit may not be severed from the unit ownership. The limited common elements shall be maintained at the expense of the unit owners to whom their use is limited. The Board of Directors shall establish a special reserve fund to be

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created by assessments of the owners of units to which these limited common elements are assigned to provide for the maintenance and upkeep of the same.

(7) Use of Property.

7.1 Compliance with Laws, Ordinances and Regulations.

Each unit is to be used for single family occupancy. The common elements shall be used for the furnishings of services, facilities and for the enjoyment of the units. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of the governing bodies having jurisdiction thereof, shall be observed. No unit owner shall be permitted to lease his unit for hotel or transient purposes, nor to lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be written.

7.2 Additional Assessment for Multiple Occupancy.

The common elements of the condominium which are unrestricted in use are for the benefit of and may be used and enjoyed by all occupants of each unit regardless of their number. However, because of the disproportionate wear and tear and demand for use of the common elements attributable to units with multiple occupants, additional monthly assessment will be made to unit owners with more than two "occupants." Any person who intends or for whom it is intended to make a unit his principal residence and any guest whose visit in the unit exceeds thirty (30) days during a calendar year shall be deemed an occupant for purposes of this subsection. The additional monthly assessment shall be \$5.00 for the third, an additional \$15.00 for the fourth and an additional \$25.00 for each additional person over four. The additional assessments shall be prorated for each additional occupant who does not reside in the unit during the entire month.

(8) Management of Affairs of the Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual (one of the unit owners), a firm or corporation to act as manager of the property.

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(9) Service of Process.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.635, is Ralph Vranizan, and his place of residence is 12235 S. W. Lanewood, Portland, Oregon 97225.

(10) Adoption of Bylaws.

The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by reference made a part hereof, marked Exhibit "D," to govern the administration of the property.

10.1 Amendment.

The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Washington County, Oregon.

10.2. Compliance with Bylaws and Other Restrictions.

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations.

10.3. Legal Proceedings.

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved unit owner.

10.4. Costs and Attorneys' Fees.

In any proceeding arising because of alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the court for the trial or any appeal thereof.

10.5. Waiver of Rights.

The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

(11) Mortgagees.**11.1. Notice of Change in Documents or Manager.**

The Association of Unit Owners shall give each mortgagee written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

11.2. Notice of Default by Mortgagor.

The Association of Unit Owners shall give each mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

11.3. Mortgagee Exempt from Certain Restrictions.

Any holder of a mortgage which comes into possession of the unit 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 any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

11.4. Discharge of Lien Upon Foreclosure.

Any holder of a first mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder or purchaser comes into possession of the unit (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 units including the mortgaged unit).

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11.5. Written Consent of Mortgagee Required in Certain Cases.

Unless all institutional holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners of the condominium shall not:

(a) terminate professional management and assume self-management of the condominium project; provided, however, any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one year;

(b) change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium project in undivided pro rata interests ("common elements");

(c) partition or subdivide any unit or the common elements of the project; or

(d) by act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;

(e) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(f) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project;

(g) otherwise materially amend this Declaration in any manner substantially affecting the rights of the first mortgagee.

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11.6. Proxy Held by Mortgagee in Certain Cases.

The first mortgagee or beneficiary under a trust deed may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear. The first mortgagee shall, upon written request to the Association, be entitled to receive the same notice of all meetings thereof as is required to be given the members of the Association, and shall be entitled to attend all such meetings through a duly appointed representative, regardless of whether entitled to vote thereat by proxy as above provided.

11.7. Right to Examine Books and Records.

All first mortgagees shall have the right to examine the books and records of the Condominium Owners Association or the condominium project upon reasonable notice and at reasonable times, and on written request to receive copies of all financial statements prepared by or for the Association.

11.8. Notice in Event of Loss or a Taking.

The Condominium Owners Association shall give all first mortgagees written notice of any loss exceeding \$10,000 to, or taking of, the common elements of the condominium project or any unit thereof.

(12) Amendments to Declaration.

This Declaration submits Stage I as hereinbefore described to the provisions, restrictions and limitations of the Oregon Unit Ownership Law. As, if, and to the extent Stage II is developed, a Supplemental Declaration will be filed by the Declarant amending the within Declaration by adding up to the number of units proposed for Stage II of the condominium. This Supplemental Declaration shall have the effect only of adding the units in Stage II to the condominium and shall in no way amend, change or modify the provisions of the Declaration, excepting for those which are required to be amended to permit the addition of the units in Stage II to the condominium.

(13) Subdivision.

No unit and its appurtenant limited common elements may be subdivided into divisions of any nature.

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IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this declaration to be executed this 17th day of FEBRUARY, 1976.

THE ROBERT RANDALL COMPANY

By *Robert D. Randall*
Robert D. Randall, President
DUNS 11410 UNCO

By *Ralph Vranizan*
Ralph Vranizan, Secretary

STATE OF OREGON)

ss.

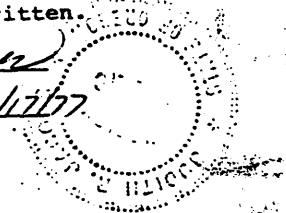
FEBRUARY 17, 1975

County of MULTNOMAH)

On this 17th day of FEBRUARY, 1976, before me appeared ROBERT D. RANDALL and RALPH VRANIZAN who, being duly sworn did say that they are the President and Secretary, respectively, of the within named Association, and that the said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

William R. Quinn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/17/77



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