

**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.

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Washington County, Oregon

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D-R/BAM Cnt=1 Stn=10 KIMBERLYB

\$20.00 \$6.00 \$11.00 - Total = \$37.00



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I, Jerry Hanson, Director of Assessment and Taxation
and Ex-Officio County Clerk for Washington County,
Oregon, do hereby certify that the within instrument of
writing was received and recorded in the book of
records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



After Recording Return To:
Dana Howe
8835 SW Canyon Lane
St. 210
Portland, OR 97225



**AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP FOR
TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM**

In order to maintain the value of the units, financing options and stability, the following Declaration amendment has been adopted to restrict the leasing and renting of condominium units.

AMENDMENT

The Declaration is hereby amended by the addition of the following section:

7.3 Rental Restrictions.

Except as otherwise provided herein and subject to the requirements for occupancy set forth in Section 7.1, a residential unit must be permanently occupied only by an owner or the immediate family of the unit owner. Except as otherwise specifically provided in this Section 7, no condominium unit (or portion thereof) may be rented or leased.

7.4 Limit on Number of Units That May be Leased or Rented.

Subject to Sections 7.5-7.9 below, no more than twenty percent (20%) or 11 units of the total number of units shall be rented or leased at any given time. The Board of Directors of the Association shall monitor the number of leased or rented units. Any owner who desires to lease or rent his or her unit shall submit a written request to the Board of Directors.

7.5 Existing Tenancies Exempt.

The restriction on renting/leasing units shall not apply to or restrict any owner who, as of the date of the effective date of the adoption of this Section, is leasing or renting his or her unit. Such an owner may continue to rent the unit until it is sold, conveyed or transferred. Units purchased or procured after this date must be occupied by the owner and may not be rented or leased except as provided herein. Tenants of rental units must meet all requirements for occupancy and are subject to all Association documents, including but not limited to the Declaration, Bylaws and all rules and regulations promulgated there under.

7.6 Exemption for Units Being Marketed for Sale.

Owners of units being marketed for sale shall be permitted to lease on a month-to-month basis if, and only if, the unit is being actively marketed for sale. This Section shall apply to an owner's successors and assigns, including persons who acquire the unit through inheritance or gift.

Original Bylaws and Declaration
are recorded in Washington County, OR
Book 1060, Page 566

7.7 Mortgagee (Creditor) Exempt.

If the title to a unit is conveyed to an owner's mortgagee or other creditor due to foreclosure, or by deed or assignment in lieu of foreclosure, the mortgagee/creditor shall be entitled to rent the unit as if such mortgagee/creditor were an heir or devisee of the owner for a period not to exceed one year following the mortgagee's/creditor's acquisition of title. Any successor to such mortgagee/creditor shall be subject to the restrictions set forth in this Section 7.

7.8 Temporary Custodian for an Owner.

The owner of a unit may appoint a Temporary Custodian for a period not to exceed seven (7) months in any twelve (12) consecutive calendar months.

- a. Temporary Custodian means any person(s) who occupies the residential unit during the owner's absence. All applicable provisions of the Associations documents shall apply to person(s) so appointed.
- b. At least thirty (30) days prior to the occupancy by a Temporary Custodian, the owner shall notify the Board in writing that the owner intends to be absent from his or her unit and that a Temporary Custodian will occupy the residential unit during the owner's absence. The notice shall also state the anticipated length of absence and the name(s) of the person or person(s) who will serve as the Temporary Custodian.
- c. During the owner's absence, the owner will be responsible for all dues, fees, fines, charges and assessments as required by regular membership.
- d. The owner shall retain ultimate responsibility for the Temporary Custodian's compliance with all provisions of the Declaration, Bylaws and all applicable rules and regulations, including, but not limited to matters relating to upkeep, repair, maintenance, and additions or changes to a unit.

7.9 Enforcement.

Violation of this Section 7 will result in an assessed administrative fee charged to the owner as determined by the Board of Directors. The charging of such a fee shall be in addition to and shall in no way limit the Association's right to pursue other remedies arising from an owner's violation of this Section 7, including its right to remove a tenant when the tenancy violates the rental restriction contained herein.



**AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP FOR
TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM**

The current bylaws limit the Board of Directors from making any modifications to the Putting Green.

AMENDMENT

The Declaration is hereby amended by the addition of the following section:

4.6 Putting Green.

The Board of Directors shall be permitted to make modifications including but not limited to, complete removal of the Putting Green.

State of Oregon
County of Washington
Signed or attested before me
on February 1, 2004 by
Peter Carlson and Dana Howe

Peter L. Carlson
Board Chairman
02/01/04

Heather Gilleese
Notary Public - State of OR
my commission expires: 3/21/06

Dana Howe
Board Treasurer
2/01/04

