

Plantings

In general, for uniformity purposes and ease of landscaping maintenance, we are requiring that plantings be potted and displayed on porches and decks, **not** in the landscaping.

The following policy has been widely supported for plantings. It will be before all homeowners soon for a vote and change to the CC&R's.

Plantings will be permitted in the common areas between units in the back between the garages (12-inch x 24-inch areas) and the larger tree wells off the common drive. Plantings are also permitted in the front of the units with the following restrictions. Plantings can only be along the front wall of the units. Plantings are to be restricted to 18 inches maximum from the front wall, and 18 inches maximum height. No plantings are permitted along the walkways or sidewalks. Owners must maintain their plantings and the association is not responsible for maintaining any plantings. If plantings are not maintained, the owner will be contacted.

Structures

In general, all structures need written approval from the board **prior** to being installed, or erected. A structure is pretty much defined as anything that would attach to the exterior of the units. Please refer to Art. IX of the CC&R for detailed information.

In general:

- Ornamental decorations in the landscaping will need prior written approval from the board before being placed on the property. (Article IX of CC&R)
- For deck structures:
 1. Limit the height of any structure to the height of the dividing wall.
 2. Color is to match the existing siding where applicable.
 3. Must be able to relocate the structure. (in the event of routine maintenance)
 4. Structure should not be load bearing.
 5. If any structure would cause damage (i.e. garage leak), it will be the responsibility of the owner to repair.

Parking

Everyone is reminded that Gresham City Fire and Emergency Services Department urges for everyone's safety and well being, to limit parking to in the garage, or on the street only. It's O.K. to wash and work on vehicles, but do not leave them unattended or parked on either the asphalt, or concrete aprons in front of the garages at any time in the alley. In the event of a fire, or other emergency, crews will need to have full access to this area.

Lighting

This is a reminder that the photoelectric porch light in the front of the units tends to go through light bulbs quickly. Please periodically check the light in front of your unit and replace the bulb if necessary.

Homeowners Association to execute this document before a Notary Public and see that it is recorded in the real property records of Multnomah County, Oregon.

Class A:

Carol J. Bowles
Patricia A. Shoffitt
Kathy Snow
Sharon Huderbrand
Judith Ann
Angela Henry
Agnes C. B.
Eun B. Bender
Angela R. Carter
Mandy Stevens

[Signature]
Ernie McDevine
Jim Bailey
George A. Thomas
Ann Lee Watson
John Harts

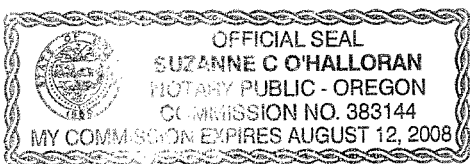
Executed and dated this 14th day of June, 2006.

Jim Bailey
Jim Bailey, President
Oneonta Townhomes Homeowners Association

STATE of OREGON)
)
County of Multnomah)

Personally appeared before me this 14th day of June, 2006
the above-named Jim Bailey, who being duly sworn, did say that he is the president of the Oneonta Townhomes Homeowners Association, and that said instrument was signed on behalf of said homeowners association by authority of its members, and acknowledged said instrument to be its voluntary act and deed.

Suzanne C O'Halloran
Notary Public for Oregon
My commission expires: 8-12-08



Recorded By Fidelity National Title
Courtesy Only. Not Examined

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After Recording Return to:

Stuart K. Cohen, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

Multnomah County Official Records
C Swick, Deputy Clerk

2010-093531



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**AMENDMENT TO DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
ONEONTA TOWNHOMES**

This Amendment to the Declaration of Covenants Conditions and Restrictions, having been approved by at least two thirds of the voting power of the Oneonta Townhomes Owners Association, reflects the action taken by them on June 30, 2010, that the following amendments be adopted.

RECITALS

The Declaration of Covenants Conditions and Restrictions for the Oneonta Townhomes Owners Association (the "Declaration") was originally recorded September 15, 1995, in the Multnomah County records as Document No. 95116959. The Declaration was amended on June 26, 2006, in the Multnomah County Deed Records as Document No. 2006-117354. The Association wishes to adopt an amendment to the Declaration to rescind the June 26, 2006 Amendment and clarify the duties and obligations of the Owners and the Association with respect to the deck maintenance.

AMENDMENT

NOW, THEREFORE, Article VI of the Declaration is hereby amended as follows:

Section 1: By the Association. The Association is not responsible for the maintenance, repair or replacement of the decks and patios.

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Section 2: By the Owners. The Owners shall be responsible for the maintenance, repair and replacement of the decks and patios.

IN WITNESS WHEREOF, the undersigned President and Secretary have of Oneonta Townhomes Owners Association hereby certify that this Amendment to Declaration has been properly adopted pursuant to the Declaration effective this ___ day of June, 2010.

ONEONTA TOWNHOMES OWNERS ASSOCIATION

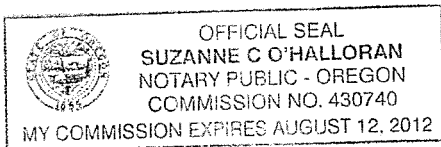
By: Craig McDowell
President

By: Henry A. Stevens, Jr.
Secretary

STATE OF OREGON)
County of Multnomah) ss. July 23, 2010

Personally appeared before me the above-named Craig McDowell and Henry A. Stevens, Jr. and who, being duly sworn, did say that they are the President and Secretary of ONEONTA TOWNHOMES OWNERS ASSOCIATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Suzanne C O'Halloran
Notary Public for Oregon



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After Recording Return to:
Oneonta Townhomes Homeowner's Association
C/O Kohler Meyers O'Halloran, Inc.
15 NE 3rd Street
Gresham, OR 97030

**AMENDMENT TO DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
ONEONTA TOWNHOMES**

RECITALS

Whereas, on September 15, 1995, GRA Development, Inc. recorded in the Multnomah County Recorder's Office a Declaration of Covenants Conditions and Restrictions affecting the property known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, according to the duly filed plat of Oneonta Townhomes, filed in Plat Book 1229 Page 76 in the records of Multnomah County, Oregon; and

Whereas, the Association of Oneonta Townhomes wishes to amend the Declaration of Covenants Conditions and Restrictions Oneonta Townhomes as set forth herein;

Whereas, the Association is authorized to amend said Declaration of Covenants Conditions and Restrictions as provided in Article XI, Section 3 of the Declaration of Covenants Conditions and Restrictions.

The Declaration of Covenants Conditions and Restrictions is amended as follows:

AMENDMENT

ARTICLE VI

MAINTENANCE

Section 1: By the Association. *The Association shall be responsible for maintenance and repair of the decks and patios.*

Section 2: By the Owners. *Decks and patios are removed from this section and are the responsibility of the Association.*

The members agree that this Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

This amendment has been authorized by two-thirds (2/3) of each class of members, as indicated by signatures below, all of which specifically authorize the President of Oneonta Townhomes'

Homeowners Association to execute this document before a Notary Public and see that it is recorded in the real property records of Multnomah County, Oregon.

Class A:

Carol J. Bowles
Patricia A. Shoffitt
Kathie Saaw
Sharon Helderbrand
Volunt Am
Angie Flary
Rosemary C. B
Erin Bender
Angie R Caten
Mardy Stevens

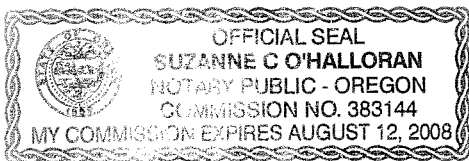
[Signature]
Craig McDonald
Jim Bailey
Stephen St Thomas
Ann Lee Watson
John Hunter

Executed and dated this 14th day of June, 2006.

Jim Bailey
Jim Bailey, President
Oneonta Townhomes Homeowners Association

STATE of OREGON)
)
County of Multnomah)

Personally appeared before me this 14th day of June, 2006
the above-named Jim Bailey, who being duly sworn, did say that he is the president of the
Oneonta Townhomes Homeowners Association, and that said instrument was signed on behalf of
said homeowners association by authority of its members, and acknowledged said instrument to
be its voluntary act and deed.



Suzanne C O'Halloran
Notary Public for Oregon
My commission expires: 8-12-08

WE BELIEVE THESE ARE THE CORRECT
CONDITIONS AND RESTRICTIONS.
HOWEVER, NO EXAMINATION OF THE
TITLE HAS BEEN MADE AND FIDELITY
NATIONAL TITLE COMPANY ACCEPTS
NO LIABILITY FOR ANY ADDITIONS,
DELETIONS OR CORRECTIONS.

08/23/98 TUE 09:54 FAX 8918111

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After Recording Return to:
Jerry Lawson, Jr., Esq.
James, Denecke, Urrutia,
Marmaduke & Lawson, P.C.
Suite 1150
888 S.W. Fifth Avenue
Portland, Oregon 97204

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



58.00

98165474 10:33am 09/15/98

813 389158 03 18 800233
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**AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
ONEONTA TOWNHOMES**

RECITALS

Whereas, on September 15, 1995, GRA Development, Inc.
recorded in the Multnomah County Recorder's Office a Declaration
of Covenants Conditions and Restrictions affecting the property
known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,
16, 17, 18, 19 and 20, according to the duly filed plat of
Oneonta Townhomes, filed in Plat Book 1229 Page 76 in the records
of Multnomah County, Oregon; and

Whereas, the Association of Oneonta Townhomes wishes to
amend the Declaration of Covenants Conditions and Restrictions
Oneonta Townhomes as setforth herein;

Whereas, the Association is authorized to amend said
Declaration of Covenants Conditions and Restrictions as provided
in Article XI, Section 3 of the Declaration of Covenants
Conditions and Restrictions.

The Declaration of Covenants Conditions and
Restrictions is amended as follows:

AMENDMENT

Section 2 (c) Commercial activities are limited to home office
businesses which do not create any customer traffic in and out of
the location and to activities relating to the sale or rental of
units. This provision, however, shall not be construed so as to
prevent or prohibit an owner from maintaining their professional

This instrument filed for record by Fidelity
National Title as an accommodation only. It has
not been examined as to the association or as to its
effect upon the title.

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personal library, keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business or professional associates in their unit.

Article 2 (g) Plantings in Certain Areas. Plantings will be permitted in the common areas between units in the back between the garages (12-inch by 24-inch areas) and the larger tree walls off the common drive. Plantings are also permitted in the front of the units with the following restrictions. Plantings can only be along the front wall of the units. Plantings are to be restricted to 18 inches maximum from the front wall, and 18 inches maximum height. No plantings are permitted along the walkways or sidewalks. Owners must maintain their plantings and the Association is not responsible for maintaining any plantings. If plantings are not maintained, the owner will be notified of the deficiency in maintenance. If plantings are not maintained within seven (7) days notice of the deficiency, the Association has the authority to remedy the maintenance deficiency, including removal of the plantings. Expenses incurred by the Association under this section will be the unit owner's responsibility and the Association may assess a unit owner for these costs as a willful or negligent act under Article VI. These maintenance obligations are in addition to the maintenance obligations as provided in Article VI, Section 2.

The members agree that this Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

This amendment has been authorized by two-thirds (2/3) of each class of members, as indicated by signatures below, all of which specifically authorize the President of Oneonta Homeowners' Association to execute this document before a Notary Public and see that it is recorded in the real property records of Multnomah County, Oregon.

Class A:

Doug L. Lohr

Venus Ann Harkness

Leslie Whitton

Margaret Bauer

Frank J. Foxall

[Signature]

Jacques R. Vieira

Liberty Lane

Executed and dated this 8th day of September, 1998.

Doug Linhart
Doug Linhart, President
Oneonta Homeowners Association

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared before me this 8 day of September, 1998, the above-named Doug Linhart, who being duly sworn, did say that he is the president of the Oneonta Homeowners Association, and that said instrument was signed on behalf of said homeowners association by authority of its members, and acknowledged said instrument to be its voluntary act and deed.

Debbie Hoffmann
Notary Public for Oregon
My commission expires: 7-12-2002

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DECLARATION

OF COVENANTS CONDITIONS AND RESTRICTIONS

ONEONTA TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by GRA Incorporated, an Oregon Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

Declarant is the owner of certain property in the City of Gresham, County of Multnomah, State of Oregon, which is more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, according to the duly filed plat of Oneonta Townhouses, filed in Plat Book 1229 Page 76, in the records of Multnomah County, Oregon.

Declarant has developed the 20 lots into residential units. The units share common walls or party walls. However, all of the property is owned individually, and there are no "common areas" as such, that are jointly owned by two or more of the owners.

NOW THEREFORE, Developer declares that all of the property described in the plat attached as Exhibit A shall be held, sold and conveyed subject to the easements, covenants, restrictions and charges contained in the Declaration of Restriction of Oneonta Townhouses which is hereby incorporated by reference, and such additional covenants, restrictions, and charges as contained in this Declaration. Such covenants, restrictions, and charges shall run with the property described herein as Exhibit A and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall insure to the benefit of each owner thereof.

AFTER RECORDING RETURN TO:
GRA Development, Inc.
108 NE 2nd
Gresham, Oregon 97030

95 116959

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WE BELIEVE THESE ARE THE CORRECT CONDITIONS AND RESTRICTIONS. HOWEVER, NO EXAMINATION OF THE TITLE HAS BEEN MADE AND FIDELITY NATIONAL TITLE COMPANY ASSUMES NO LIABILITY FOR ANY ADDITIONS, DELETIONS OR CORRECTIONS.

608122-082
FIDELITY NATIONAL TITLE

ARTICLE I

DEFINITIONS

Section 1. "Association" means The Oneonta Townhouses Owners Association, an Oregon nonprofit corporation.

Section 2. "Owner" means the legal owner or contract purchaser of any unit which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" means the certain real property described above.

Section 4. "Unit" means one of the 20 separate lots and the improvements therein.

Section 5. "Declarant" means GRA Development Inc. an Oregon corporation.

Section 6. "Declaration" means this Declaration of Covenants, Conditions and Restrictions. "Articles of Incorporation" means those articles filed with the Oregon Corporation Commissioner's Office for the Association. "Bylaws" means the bylaws adopted by the initial Board of Directors for the Association.

Section 7. "Board of Directors" means the Board of Directors of the Association.

ARTICLE II

USE OF THE PROPERTIES

Section 1. Use of Units: Leases. All units shall be used for residential purposes only. No owner shall rent or lease his unit for less than thirty (30) days. All rental or lease agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and Articles of Incorporation and that any failure by the lessee to comply with the terms of such documents


shall be default under the lease.

Section 2. Rules of Conduct. The following rules and restrictions are in addition to all other restrictions and requirements contained in the Declaration and the Bylaws.

(a) No animals or fowl shall be raised, kept or permitted within the properties, except domestic dogs, cats or other household pets kept within a unit. No animals of any kind shall be kept, bred or raised for the commercial purposes or in unreasonable numbers. Those owners keeping pets will abide by municipal sanitary regulations, leash laws, and rules or regulations promulgated by the Board of Directors. An owner may be required to remove a pet after receipt of two notices in writing from the Board of Directors or violations of any such laws, rules or regulations governing pets.

(b) No house trailers, motor homes, pickup campers, mobile homes, boats or like recreational vehicles shall be parked on the properties except within the confines of the garage.

(c) Commercial activities are limited to home office businesses which do not create heavy customer traffic in and out of the location and to activities relating to the sale or rental of units. This provision, however, shall not be construed so as to prevent or prohibit an owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates in his unit.

 (d) Each owner shall promptly, at all times, maintain in good condition and appearance, the exterior portions of his unit, including fences and yards, except to the extent the responsibility for such maintenance and repair is undertaken by the Association pursuant to Article VI of this Declaration.

(e) Offensive or unlawful activities. No noxious or offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants. No unlawful use

Article II - d

shall be made of the unit, and all valid laws, zoning ordinances, and regulations of all governmental bodies shall be observed.

(f) Jurisdiction. The Association Board of Directors shall have exclusive jurisdiction over activities prohibited by this declaration. All disputes, complaints or matters of change in existing or future use restriction shall be submitted to the Association Board of Directors for arbitration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Membership. Upon becoming the legal owner or contract purchaser of a unit, said owner shall automatically be a member of the Association and shall remain a member until his ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of the unit.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant. Class A members shall be entitled to one vote for each unit owned. When more than one person holds an interest in a unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one unit.

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unit owned. The class B membership shall cease and be converted to class A membership automatically on the happening of either of the following events, whichever occurs earlier:

(a) when 75 percent of the units have been conveyed to persons other than Declarant: or

(b) three years after the first unit is conveyed to a person other than Declarant.

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ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each owner of any unit by acceptance of a deed or a contract to convey title therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who own such unit at the time the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them. No owner may waive liability for an assessment by abandonment of his unit.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the owners, to maintain and repair the exterior of the units as provided herein, and to pay the common expenses of the Association. Common expenses shall include:

- (a) Expenses of administration.
- (b) Expenses of exterior maintenance of each unit as provided herein in Article VI.
- (c) Cost of insurance or bonds as provided in Article VIII.
- (d) Costs of funding reserves as provided in Section 3 of this Article.
- (e) Any deficit in common expenses for any prior period.
- (F) Any other items properly chargeable as an expense of the Association.

(g) Any other items agreed upon as common expenses by owners.

Section 3. Reserve Accounts for Major Repair and Replacement of Improvements. The Association shall maintain a reserve account or accounts for repair or replacement of those portions or elements of the building exterior which will naturally require replacement in more than three and less than thirty years, taking into account the estimated remaining life of such items and the replacement cost thereof. The reserve account or accounts will be funded out of the annual assessments each year. The initial budget of the Association shall provide for not less than \$15.00 per month to be paid into the reserve account. That initial amount may be increased annually as provided in Section 4 below. That initial amount shall not be decreased nor shall the funds be used for any purpose other than defraying all or part of the costs of major repair or replacement as provided herein, except by a vote of 12/20 of each class of members voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an owner other than Declarant, the maximum annual assessment shall be \$50.00 per month.

(a). From and after January 1 of the year immediately following the conveyance of the first unit to such owner, the Board of Directors may increase the maximum annual assessment each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b). From and after January 1 of the year immediately following the conveyance of the first unit to such owner, the maximum annual assessment may be increased above 10 percent by a vote of 12/20 of each class of members voting in person or by proxy, at a meeting duly called for this purpose.

(c). The Board of Directors may fix annual assessment at any amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the

Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the properties, provided that any such assessment shall have the consent of 12/20 of the votes of each class of members voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Initial Assessment. At the time of closing of the initial sale of each unit, the purchaser shall make a non-refundable payment equal to two month's assessment for the unit as a special assessment. Said assessment shall be used to purchase supplies and equipment as needed to administer the Association and maintain the properties. The purchaser shall also reimburse the Declarant for a prorated portion of the premium for insurance advanced by the Declarant to the Association for the first year.

Section 7. Uniform Rate of Assessment. Except as provided in Article VI, both annual and special assessments must be fixed at a uniform rate for all units and may be made due and payable on a monthly, quarterly or annual basis, as determined by the Board of Directors.

Section 8. Date of Commencement of Annual Assessments. Due dates; the annual assessments provided for herein shall commence as to all units on the first day of the month which commences 60 days following the conveyance of the first unit to a person other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to the owners of every unit subject thereto. In the event the Board fails to fix the amount of the assessment and give notice thereof, the assessment fixed for the preceding year shall continue until new assessments are fixed and notice given as provided herein.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded before the assessment became due. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit

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pursuant to the foreclosure of the first mortgage with priority over the lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, and such unpaid expenses or assessments shall be deemed an Association expense. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof. Junior lienholders or purchasers under them who acquire title to a unit as a result of foreclosure of such junior lien shall take title subject to the lien of any unpaid assessments.

ARTICLE V

COLLECTION OF ASSESSMENT: ENFORCEMENT

Section 1. Compliance with Declaration. Bylaws, Rules and Regulations. Each owner shall comply with the Declaration, Bylaws, Rules and Regulations adopted pursuant thereto.

Section 2. Authority to Enforce and Collect. The Board of Directors shall take prompt action against any violator to enforce the provisions of the Declaration, Bylaws, Rules and Regulations adopted pursuant thereto, including prompt action to collect any unpaid assessment. In doing so, the Board may exercise one or more of the remedies, separately or concurrently, specified in the Declaration or Bylaws, as well as any other remedies which may be available at law.

Section 3. Abatement and Enjoining of Violations. In the event an owner violates Provisions of the Declaration, Bylaws, or Rules or Regulations adopted pursuant thereto, the Board of Directors shall have the right to:

(a) Enter the lot in which or as to which such violations exist and to summarily abate and remove, at the expense of the defaulting owner, any thing or condition that may exist therein contrary to the intent and meaning of the provision hereof, and the Board shall not thereby be deemed in any manner of trespass; provided that the Board may not use this provision to remove or alter construction:
or

(b) To enjoin, abate, or remedy such things or conditions,

including removal or alteration of construction by appropriate legal proceedings.

Section 4. Interest, Late Charges, Fines. Interest shall accrue on any assessment or portion thereof not paid when due at the rate of 12 percent per annum until paid. The Board of Directors may, if it deems appropriate, impose charges for late payments of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations adopted pursuant thereto.

Section 5. Acceleration of Assessment. In the event that an owner fails to pay an installment of an assessment when it is due, the Board may, after ten days written notice, declare the defaulting owners entire annual or special assessment due immediately, and interest thereafter shall accrue on the entire assessment at 12 percent per annum until paid.

Section 6. Foreclosure of Lien Against Unit. Appointment of Receiver Power to Bid at Foreclosure Sale. The Board of Directors may bring suit to foreclose the lien against a unit. The proceedings to foreclose the lien shall conform as nearly as possible to the proceedings to foreclose liens created by ORS 87.010, except that notwithstanding ORS 87.055, a lien for unpaid assessment may be continued in force for a period of time not to exceed six years from the date the particular unpaid assessment became due. In any such foreclosure suit the owner shall be required to pay reasonable rental for the unit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, on behalf of the Association.


Section 7. Action to Obtain and Recover a Money Judgement. The Board of Directors may bring an action to obtain a money judgement against an owner for damages for the owner's breach or noncompliance with the provisions of the Declaration, Bylaws or Rules and Regulations adopted pursuant thereto. The Board of Directors may bring an action to obtain a money judgement for unpaid assessments against the owner personally obligated to pay the same: The action to recover a money judgement for unpaid

assessments may be maintained without foreclosing or waiving the lien securing the same.

Section 8. Collection Costs, Attorney's Fees. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorney's fees incurred in connection with the Board of Directors' efforts to collect the delinquent or unpaid assessments, whether or not suit or action is commenced. In the event the Board of Directors commences suit or action for the collection of any amounts due or to seek damages or enforcement of any provision of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto, the defendant owner or owners, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorney's fees to be fixed by the court or courts, both at trial and on appeal, in addition to all other sums or obligations.

ARTICLE VI

MAINTENANCE

 The Association shall provide exterior maintenance upon each unit as follows: (a) Paint, maintenance, repair, and replacement of fences, roofs, gutters, downspouts, rain drains, exterior building surfaces, including siding, doors and trim, but excluding glass surfaces: (b) Maintenance of the landscaping of the front yards of each lot and the side yards of lots 1 & 10 and 11 & 20, including routine fertilization and trimming of grass, trees and shrubs and such other care as may be determined by the Board of Directors to be appropriate or necessary to sustain an attractive appearance.

In the event that the need for maintenance or repair of the unit is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the unit needing such maintenance or repair, the Board of Directors may assess the owner for the cost of such maintenance or repair as a special assessment, which shall be added to and become part of the regular assessment to which such unit and owner are subject.

Section 1: By the Association. The Association shall be

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responsible for maintenance of the exteriors all building structures and maintenance and repair of the common Area (including any utilities thereon, to the extent not maintained by governmental authorities) and all landscaped areas. Maintenance of the exteriors of building structures shall include the painting, staining, restaining, repairing, and replacing of all exterior surfaces, including roofs (but excluding the repair and replacing of exterior doors); painting and staining of exterior window casements, sashes, frames, window screens, storm windows, storm doors, and screen doors; maintaining, repairing and replacing exterior lighting fixtures, the exterior portions of chimneys, rain gutters, down spouts, and sprinkler timing devices; and cleaning of the exterior surfaces of skylights. Maintenance of the common area and landscaped areas shall include maintaining, repairing, and replacing (i) grass, sod, trees, shrubs, and bushes in a neat, clean, and attractive condition, and (ii) the private roadway included in the common area in a safe and workmanlike manner, as well as the maintenance and repair of all underground sprinkler systems. The Association shall also have the authority, but shall not be required, to arrange for snow and ice removal from the common area, but not from the building lots. The decision as to the nature and extent of maintenance that is required for a particular building structure and the timing of such maintenance shall be solely within the discretion of the Board.

Section 2: By the Owners. The maintenance responsibilities described in Section 1 specifically do not include the following duties, which are the sole responsibility of the Owners of the Building Lots: repairing, replacing, restoring, or cleaning of (i) glass (other than cleaning of the exterior surfaces of skylights) and (ii) landscaping and other improvements (including, without limitation, decks and patios) located within the outdoor living areas; exterior items of hardware not specifically described in Section 3.10.1(a) (including replacing and repairing exterior doors); exterior window casements, sashes and frames (other than painting and staining of the same); window screens, storm windows, storm doors, or screen doors (other than painting and staining of the same); walkways and driveways; electrical and mechanical doorbells and knockers; and air conditioning and heating equipment and devices. The owners of building lots shall also be responsible for maintaining, repairing, and replacing the interiors of their respective dwelling units within the building structures, including without limitation, maintaining, repairing, and replacing

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electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances (whether built-in or free-standing), air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the building structures. Each owner of a building lot shall also be responsible for removal of snow and ice from that owner's building lot.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the properties and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration or the Bylaws, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall, except to the extent the Association is responsible for such repair or maintenance.

ARTICLE VIII

INSURANCE AND BONDS

Section 1. Fire and Extended Coverage. Each Owner shall maintain policy or policies of property insurance equal to full replacement value (i.e., one hundred percent of current "replacement" cost) exclusive of land, foundation and excavation, but including any fixture or equipment within an individual unit with an Agreed Amount and Inflation Guard Endorsement or its equivalent, if available. In no event shall such policy or policies have a deductible clause in excess of One Thousand Dollars.

Section 2. The Board, at its discretion, may obtain insurance

coverage for all units. Insurance ("Master Policy"). For the benefit of the Association and the owners, the Board of Directors shall secure and maintain the following insurance coverage and shall pay for the same as a common expense of the Association:

(a) Fire and Extended Coverage. A policy or policies of property insurance equal to full replacement value (i.e., 100 percent of current insurance replacement cost) exclusive of land, foundation, excavation, and other items normally excluded from coverage, but including all buildings, fixtures and equipment within individual dwellings if they will be financed by a mortgage. The insurance policy or policies must protect against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsements as well as those covered by the standard "all risk" endorsements. If at all possible, the policy will also contain an "agreed amount and inflation guard" endorsement. In no event shall such policy have a deductible clause in excess of \$1000.00 per unit.

Section 3. Liability Coverage. A comprehensive policy or policies insuring the Association, the owners individually, the Board of Directors and the manager, if any, against liability to the public, the owners and their invites or tenants, incident to the supervision, control or use of the properties. The policy or policies shall provide coverage for bodily injury and property damage, and limits of liability under such insurance shall not be less than \$1,000,000.00 on a combined single limit basis. The insurance should provide coverage for any legal liability that may result from lawsuits related to employee contracts in which the Association is a party.

The policy or policies in Sections 1 and 2 must provide for at least ten days written notice to the Association before the insurer can cancel or substantially modify it.

Section 4. Additional policy provisions. The Board of Directors may, in its discretion, provide coverage against other risks and obtain such other provisions as the Board deems appropriate or desirable.

Section 5. Settlement of Loss. All losses under policies above described shall be settled exclusively with the Board of Directors

or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the owners, or, upon the demand of any mortgage, to an insurance trustee acceptable to the Association and the mortgagees of units.

Section 6. Owners' Obligations. Each owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 1 (a) and against his liability not covered under Section 1 (b). Additionally, each owner shall inform the Board of Directors of any improvements made by the owner to his unit which has a value in excess of \$500, so that the Board of Directors may make any desired adjustments in insurance coverage. Each owner shall promptly inform the Board of any loss, claim or damage which may be covered under a policy maintained by the Association.

Section 7. Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association. Such review should include an appraisal of all improvements made to the properties by a representative of the insurance carrier.

Section 8. Insurance Proceeds Sufficient to Cover Loss. In the case of fire, casualty or other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the property damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed property means restoring the property to substantially the same condition in which it existed prior to the fire, casualty or disaster, with each unit having the same boundaries as before. Such reconstruction shall be accomplished under the direction of the Board of Directors or its designee.

Section 9. Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed property, the damage to or destruction of such property shall be promptly repaired and restored by the Board of Directors or its designatee using the proceeds, if any, of the Association insurance on such property for that purpose, and all owners shall be liable for assessment for any deficiency for such reconstruction. Such deficiency to take into consideration as an owners' contribution, any individual policy insurance proceeds provided by such owner. Provided, however, that if 75 percent or more of the combined value of all of the units is destroyed or

substantially damaged and the owners, by a vote of 12/20 or more of each class of members agree that the property shall not be repaired, reconstructed or rebuilt. Then the insurance proceeds shall be distributed to the individual owners and mortgagees of the units on a reasonable and equitable basis, taking into account the extent to which each unit has sustained a loss of value because of the damage or destruction.

ARTICLE IX

ARCHITECTURAL CONTROL

Without prior written approval from the Board of Directors, no owner shall:

(a) Erect or construct any fence, wall or other structure or improvement on his lot; or

(b) Add to or alter the landscaping of the front or side yard of his lot; or

(c) Limited bedding plants are allowable without Board of Directors approval.

(d) Change any part or any color of the exterior of the units.

(e) Install television antennae, satellite dishes, air conditioning or heating machines or units, exterior window guards, awnings or shades, exterior lights or noise-making devices, exterior posters or signs (other than signs for sale or lease of unit and political signs), or any other similar item; or

(f) Otherwise modify or change the exterior appearance of his/her unit.

In seeking the approval of the Board, the owner shall submit a written statement of the proposed structure, alteration, device, or modification, together with plans and specifications, if applicable, showing the dimensions, materials, and location of the same.

The Board of Directors shall review and consider the proposal, on

the basis of its potential harmony with the existing appearance of the properties, its potential effect on the attractiveness of the properties, and its potential effect on the other owners. The Board may, from time to time, adopt a list setting forth specific types of fences, shrubs, or other items that are conditionally approved for all owners. If an owner submits a proposal from the conditionally approved list, it shall be deemed approved within two weeks of its submission unless the Board otherwise notifies the owner in writing to the contrary.

ARTICLE X

PROPERTY RIGHTS AND EASEMENTS

Section 1. Right of Entry. An Owner shall grant the right of entry to the Board of Directors of the Association or any other person authorized by the Board of Directors, for the purpose of inspection to verify that the Owner is complying with the restrictions and requirements described in this declaration provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

Section 2: Owners' Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the plat in which a building lot was platted or partitioned, the owner of a building lot shall be entitled to the exclusive use and benefit of such building lot, including, without limitation, the landscaped area thereon. Declarant, the Architectural Review Committee and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any building lot for the purpose of determining whether or not the use of and/or improvements on such building lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the owner of such building lot. Declarant or the Association may grant or assign easements over or with respect to any building lot to municipalities or other utilities performing utility services and to communication companies.

Section 3 Owners' Easements of Enjoyment. Each lot is granted an easement to each other lot in the property to the extent reasonably necessary for ingress and egress along the common driveway. Subject to the provisions of this Declaration, every owner and his invites shall have a right and easement of enjoyment in and to the easement area, which easement shall be appurtenant to and shall pass with the title to every building lot. Use of the easement area shall not result in unreasonable disturbance of occupants of the building structures and shall be subject to such rules and regulations as may be adopted by the Board from time to time.

Section 4: Extent of Owners' Rights. Each lot is granted an easement to each other lot in the property to the extent reasonably necessary for the maintenance, repair, and improvement of the benefitted lot. The rights and easements of enjoyment in the easement area created hereby shall be subject to the following and all other provisions of this Declaration:

(a) Association's and Owners' Easements. Declarant all owners of lots within the property the following easements over, under and upon the easement area:

(1) An easement for installation and maintenance of common driveway, power, gas, electric, water and other utility and communication lines and services installed by Declarant or with the approval of the Board and any such easement shown on any plat of the property.

(2) An easement for construction, maintenance, repair and use of the common area and any common facilities thereon.

(3) An easement for the purpose of making repairs to any existing structures on the Common Area.

(b) Declarant's Easements. So long as Declarant owns any building lot, and in addition to any other easements to which Declarant may be entitled, Declarant reserves an easement over, under and across the common area in order to carry out development, construction, sales and rental activities necessary or convenient for the development of the property or the sale or rental of building lots and for such other purposes as may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights hereunder.

(c) Utility and Other Municipal Easements. Declarant or the Association may (and, to the extent required by law, shall) grant or assign easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire and other public officials and to employees of utility companies and communications companies serving the property.

Section 5: Maintenance Easement. An easement is hereby reserved in favor of the Association and its successors, assigns, contractors, agents and employees over and across each building lot, for purposes of accomplishing the maintenance, repair, and replacement of the exteriors of building structures and landscaping and other improvements located upon the landscaped areas.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Waiver. Failure by the Association or by any owner to enforce any covenant or restriction herein contained, in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. After which time they shall be automatically extended for successive periods of ten (10) years unless the owners and mortgagees of the units agree to terminate the Association as provided herein. This Declaration may be amended by an instrument signed by a two-thirds majority of each class of members. Any amendment must be recorded.

Section 4. Indemnification. The Association shall indemnify any director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or

completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) judgements, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, proceeding, or appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interest of the Association, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgement, order, settlement, conviction, or with a Plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceedings as and when incurred, subject only to the right of the Association to seek reimbursement of any such payment, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee, or agent shall have a right of contribution over and against all other directors, officers, employees, or agents and members of the Association who participated with or benefited from the acts which created said liability.

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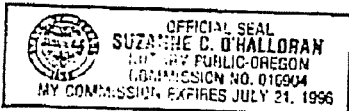
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of September, 1995.

Declarant:
GRA Development Inc.

By [Signature]
Michael McKeel President

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 14th day of September, 1995 by Michael McKeel, who is the President of GRA Development Inc., an Oregon corporation, on behalf of the corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: 7-21-96

STATE OF OREGON
Multnomah County

I, Clerk of the Recorder of Counties, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the office of the Recorder of Counties.

RECORDED
SEP 25 1995 10:38

95 116959

Attorney Paul and Lisa, 10101 SW 15th

Recorder of Counties

[Signature]

Director

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