

DECLARATION OF UNIT OWNERSHIP OF WOODTIQUE HEIGHTS

THIS DECLARATION executed this 30 day of November, 1978, by WILLAMETTE VALLEY TITLE CO. , Trustee for BRYANT ASSOCIATES, a California Limited Partnership, herein referred to as Declarant, for the purpose of submitting a fee simple estate in certain property located in the city of Eugene, County of Lane, State of Oregon to the provisions of the Oregon Unit Ownership Law, which property shall be known as WOODTIQUE HEIGHTS.

ARTICLE I

LEGAL DESCRIPTION OF PROPERTY: The legal description of the property submitted to unit ownership as above provided is as follows:

Beginning at the initial point which is the Southwest corner of Lot 6, Block 8, FIFTH ADDITION to HIGHLAND OAKS, as platted and recorded in Volume 35, page 24, Lane County Oregon Plat Records, in Lane County, Oregon, said point being South 53.14 feet and West 712.09 feet from the Initial Point of the FIFTH ADDITION to HIGHLAND OAKS, said initial point being of record South 0° 04' 00" East 1791.48 feet and South 89° 56' 00" West 1092.73 feet from the Northeast corner of Section 2, Township 18 South, Range 4 West of the Willamette Meridian; thence along the boundary of said plat South 89° 32' 00" East 93.15 feet; thence south 0° 02' 00" East 71.97 feet; thence leaving said boundary and running south 88° 32' 30" West 441.25 feet; thence South 1° 27' 30" East 308.82 feet to the Northeasterly margin of HIGHLAND OAKS DRIVE; thence along said margin along the arc of a 232.15 foot radius curve right (the long chord of which bears North 53° 26' 40" West 77.61 feet) 77.97 feet; North 43° 49' 21" West 63.67 feet, along the arc of a 687.75 foot radius curve right (the long chord of which bears North 37° 57' 46" West 140.43 feet) 140.67 feet, to the intersection of said Northeasterly margin of Highland Oaks Drive with the easterly margin of Hawkins Lane; thence along said Easterly margin along the arc of a 256.48 foot radius curve right (the long chord of which bears North 2° 34' 54" West 252.76 feet) 264.30 feet, North 26° 56' 23" East 197.33 feet, along the arc of a 113.24 foot radius curve right (the long chord of which bears North 41° 50' 30" East 58.24 feet) 58.91 feet and North 56° 44' 38" East 479.65 feet to a point on the West Boundary of said FIFTH ADDITION TO HIGHLAND OAKS: thence along said West Boundary South

1° 34' 00" East 350.58 Feet to the Southwest Corner of Lot 1, Block 9 of said plat; thence leaving said West Boundary and running south 77° 31' 00" West 31.57 feet; thence South 12° 29' 00" East 60.00 feet; thence North 77° 31' 00" East 20.00 feet to the Northwest corner of said Lot 6, Block 8, FIFTH ADDITION TO HIGHLAND OAKS; thence along the West Boundary of said Lot 6 South 1° 34' 00" West 123.45 feet to the initial point, all in Eugene, Lane County, Oregon.

ARTICLE II

NAME OF PROPERTY: The above described property submitted to the provisions of the Oregon Unit Ownership Law shall be known as WOODTIQUE HEIGHTS.

ARTICLE III

GENERAL DESCRIPTION OF BUILDINGS AND PROPERTY: The property is mildly sloping, irregularly shaped parcel of land containing approximately 6.37 acres bordered on the west by Hawkins Heights Boulevard and on the south by Highland Oaks Drive. Access is direct to Hawkins Heights Boulevard and to Highland Oaks Drive.

There are numerous oak and fir trees of relative large size which have been retained as part of the project. The buildings consist of fourteen (14) detached buildings containing 48 single family units and 1 duplex unit for a total of 49 living units, a recreation building, a laundry building, and an outdoor swimming pool. There are on-site improvements consisting of paved streets within the project, paved parking areas, sidewalks, signs, garbage can enclosures, mailbox housings and landscaping.

The buildings were constructed in 1974 and contain approximately 48,000 square feet.

There are three two-story buildings which each contain four three-bedroom units; there are three two-story buildings each containing four one-bedroom units; there are four two-story buildings each containing four two-bedroom units; there are two single story buildings with each containing two two-bedroom units; and there are two single story buildings each containing three two-bedroom units. Prior to conversion there existed fifty (50) apartment spaces; however, one unit is being sold as

a duplex, consequently there are a total of 49 units available for division and sale under separate ownership. Units 1 and 2 are hereby designated as the duplex unit and shall remain a duplex unit from this day forward. Said units cannot be sold individually.

All buildings contain concrete foundations, exteriors of rough sawn B & B wood siding; insulated walls and ceilings; roofs constructed of half gables with wood trusses and composition covers; linoleum in the kitchens, bath and entry ways, carpet in all other rooms; drywall sheet rock interior; electric ceiling cable heat with auxiliary electric wall heaters in the living rooms of the three-bedroom units; built-in hardwood cupboards, dishwashers, hoods and fans and disposals, free standing refrigerators with slide-in ranges and drapes. Each downstairs unit has an outside small storage room near the entrance of the unit and each unit has either a patio or a deck.

ARTICLE IV

DESCRIPTION OF UNITS:

A. Three-Bedroom Units: The three-bedroom units have a main level consisting of the living room, dining room, kitchen, entry, full bath, closets, and one bedroom. The three-bedroom units have a second level which includes two bedrooms, closets, and one full bathroom. Total living area is approximately 1,342 square feet. The living rooms have vaulted ceilings. Each three-bedroom unit has a patio.

B. One-Bedroom Units: The one-bedroom units contain a living room, kitchen, dining room, bathroom, one bedroom, and one enclosed balcony patio. The total living area of the one bedroom units is approximately 691 square feet.

C. Two-Bedroom Units: The two-bedroom units contain a living room, kitchen, dining room, bathroom, two bedrooms, and either a balcony or patio. There are four buildings which contain two two- bedroom units downstairs and two two-bedroom units upstairs. There are another two building which contain only two two-bedroom units both of which are on the ground floor. The living area of the two- bedroom units is approximately 900 square feet.

D. Recreation Building: The recreation building was constructed in 1974 and has dimensions of approximately 888 square feet. The recreation building has a concrete foundation, board and batt

siding, gabled composition roof, carpet and linoleum floors, sheet-rock walls and ceilings with vaulted ceiling in the multi-purpose room. The building contains the multi-purpose room, a small kitchen, a laundry room with four washers and three dryers, all of which are coin operated, and two bathrooms. There is also a pool equipment room and a storage room in the recreation building. There are 415 square feet of deck which is covered. The heat is electric.

E. Laundry Building: The laundry building was constructed in 1974 and has a total building area of 280 square feet. It has a concrete foundation, board and batt siding, flat built-up roof, concrete slab floor, sheetrock walls and ceiling, and electric heat. It contains four washers and three dryers, all coin operated. In addition to the general laundry room there is one small tool and equipment storage room in the laundry building. All washers and dryers in both the laundry building and in the recreation building are leased.

F. Swimming Pool: The swimming pool was constructed in 1974, is 18 feet by 30 feet and ranged in depth from three (3) feet to eight (8) feet. It is concrete construction and is surrounded by concrete sun decks, completely enclosed with metal fencing. The pool is heated and filtered and contains a diving board.

ARTICLE V

UNIT DESIGNATIONS: The specific unit designations, location, approximate area of each unit and other necessary data for proper identification of the units is set forth in the attached architect drawings and charts and in the official plat to be filed with the Lane County Recorder's Office.

ARTICLE VI

DESCRIPTION OF GENERAL COMMON ELEMENTS: The general common elements shall include:

A. The land adjacent to and upon which the buildings are located. All land described in Article I of this Declaration is a general common element.

B. The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of all buildings:

- C. The basements, yards, gardens, and parking areas;
- D. Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerating;
- E. The recreation building;
- F. The laundry building;
- G. The swimming pool;
- H. Asphalt streets and parking areas, except that the Board of Directors of the Woodtique Heights Homeowner's Association may specify and designate one specific parking area in close proximity to a unit as being appurtenant to the specific unit to which it is in closest proximity;
- I. Concrete walkways and concrete curbs;
- J. Wooden trash can enclosures;
- K. Wooden frame mailbox housings;
- L. Yards, gardens, and other elements of the buildings necessary or convenient to its existence, maintenance and safety. The landscaping, lawns, barked areas, shrubs and natural trees with the underground irrigation system are included in the common elements. The percentage interest in the general common elements is as follows: each of the 48 single family units shall own an undivided two percent (2%) interest in the general common elements; the duplex unit shall own an undivided four percent (4%) interest in the general common elements.

ARTICLE VII

DESCRIPTION OF LIMITED COMMON ELEMENTS: There are no limited common elements created by this Declaration. However, common elements may, by agreement of ALL THE UNIT OWNERS be reserved for the use of a certain unit or number of units, to the exclusion of other units.

The Board of directors of the Homeowner's Association may from time to time designate specific parking areas as being appurtenant to specific units; however, such specific parking areas shall remain a general common element and the purchaser of an individual unit does not acquire any irrevocable right to a specific parking area.

ARTICLE VIII USE OF BUILDINGS AND UNITS:

A. The recreation building is a part of the general common elements and shall be used equally by the owners of all units.

B. Laundry Building: The laundry building is to be used by all owners of residential units on an equal basis.

C. Residential Units: All other buildings except the recreation building and the laundry building are intended for residential use.

ARTICLE IX

SERVICE OF PROCESS: The person to receive service of process in the cases provided in Subsection 1 of ORS 91.578 is Michael J. Safley and the place of business of Michael J. Safley is 941 Pearl Street, Eugene, Lane County, Oregon.

ARTICLE X

ALLOCATION OF COMMON EXPENSES: The common expenses for maintenance of the property shall be distributed among and charged to the unit owners and shall be fixed at a uniform rate for all one-bedroom units, at a different and higher uniform rate for all two-bedroom units, and for a different and highest rate for all three-bedroom units. The rate for two-bedroom units shall be 12.5 percent higher than the rate for one-bedroom units and the rate for three-bedroom units shall be 25 percent higher than the rate for one-bedroom units. Both annual and special assessments shall be fixed by the board of directors of the Woodtique Heights Homeowner's Association.

ARTICLE XI

AMENDMENT DECLARATIONS: The percentage of unit owners required to approve an amendment of this declaration (including the rules and regulations set forth in Article XII) shall be seventy five percent (75%)

ARTICLE XII

RULES AND REGULATION FOR WOODTIQUE HEIGHTS HOMEOWNER'S ASSOCIATION:

The following rules and regulations have been adopted by the Board of Directors of Woodtique Heights Homeowner's Association and shall be binding upon the unit owners:

WALKWAYS: The greens and walkways in front of individual units and individual buildings and entrance ways to the individual units and individual buildings shall not be obstructed or used for any purpose other than ingress to and egress from the units.

DECORATION OF EXTERIOR: No exterior of any unit or building shall be decorated by any owner in any manner without prior consent of the Board of Directors.

ORNAMENTATION OF DOORS AND WINDOWS: No article shall be hung or shaken from the doors or windows or placed upon the window sills of any unit.

BICYCLES AND SIMILAR VEHICLES: No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to stand, be placed or remain in any of the common areas.

NOISE: No owner shall make or permit any noise that will disturb or annoy the occupants of any of the units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners or their guests.

CLEANING: Each owner shall keep such owners unit in good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

WINDOW COVERINGS AND AIR CONDITIONING UNITS: No shades, awnings, window guards, ventilators, fans or air conditioning devices of any kind shall be used in or about the buildings except as such shall have been first approved in writing by the Board of Directors.

SIGNS: No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units or buildings, except as such shall have been approved in writing by the Board of Directors, nor shall anything be projected out of any window in the townhouse units without similar approval being first obtained in writing.

GARBAGE: All garbage and refuse from the buildings shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. All disposals shall be used in accordance with instructions given to the owner by the Board of Directors. Wet garbage shall be deposited in the owners disposal rather than in the garbage containers whenever possible.

USE OF WATER CLOSETS: Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting to any building or to any unit from misuse of any water closet or other apparatus shall be paid for by the owner in whose unit the misuse of the water closet or other apparatus shall have originated from.

DOMESTIC ANIMALS: No bird or animal shall be kept or harbored in the development unless the same in each instance has been expressly permitted in writing by the Board of Directors. In no event shall dogs be permitted in any of the public portions of the development unless carried or on a leash. The owner shall indemnify the Board of Directors and the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner of the animal must cause the problem to be corrected, or if it is not corrected within ten days, the owner, upon receipt of written notice from the management committee, shall be required to remove the animal from the property subject to this Declaration.

RADIO AND TELEVISION: No radio or television aerial shall be attached to or hung from the exterior of the buildings without written approval of the Board of Directors.

MAINTENANCE AND REPAIRS: The agents of the management and any contractor or workman authorized by the Board of Directors, may enter any unit, patio or carport at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Covenants, Conditions and Restrictions, Bylaws or Management Agreement entered into

by the Board of Directors. Except in case of emergency, the entry will be made by prearrangement with the owner.

PARKING: No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's carport or parking place. The owners, their employees, servants, agents, visitors, licensees in the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.

USE OF HORNS: The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the development, except in case of an emergency.

USE OF CARPORTS: An Owner shall not permit his guests, tenants, or members of his family or household to use parking places or carports owned or designated for the use of other owners.

DAMAGE: Cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners whose units abutt such wall. All damage to any units caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of the article.

WATER: Water shall not be left any unreasonable or unnecessary length of time.

FLAMMABLES: No owner shall use or permit to be brought into the units or buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed hazardous to life, limb or property, without each case obtaining written consent from the Board of Directors.

NAMEPLATES: The owners shall not be allowed to put their names on any entry of the buildings, except in the proper places provided by the management for such purpose.

WINDOWS: The owners shall close all windows when necessary, to avoid possible damage from storm, rain or freezing.

PAINTING: No owner shall do any painting of the exterior of any building or to the patio, fences, carport or storage areas.

FLOWERS: Any owner wishing to plant flowers, trees or shrubs outside his patio area must obtain written permission from the architectural committee before doing so.

PATIO AREAS: The owners shall keep the interior of the patios, storage sheds and carports clean and free from obstructions. Nothing shall be hung in the patios above fencelines. The Association and Management assumes no liability for loss or damage to articles stored in the patios, storage sheds or carports.

DAMAGE BY CHILDREN: Any damage to the buildings, recreational facilities or other common areas or equipment caused by children or their guests shall be repaired at the expense of the parents of the responsible children, regardless of whether said damage is caused by the negligence or intentional act of such children. Parents shall be held responsible for the actions of the children and their guests. Children shall be allowed to play in designated play areas, private patios, carport areas and service streets only. They should not be allowed to play on greens or in entrance ways in front of the individual units.

ARTICLE XIII

CONVEYANCE OF COMMON ELEMENTS: The undivided interest of each respective unit in the limited common elements and in the general common elements shall not be separated or separately conveyed from the respective units and each such undivided interest shall be deemed to be conveyed and encumbered with its respective unit even though the description of the instrument of conveyance or encumbrance of a unit may refer only to the title of the unit itself. This provision shall not be construed, however, to prohibit the conveyance of public utilities.

ARTICLE XIV

ADMINISTRATON AND MANAGEMENT: The owners of the units shall constitute a Homeowner's Association known as the Woodtique Heights Homeowner's Association. An owner of a unit shall automatically upon becoming the owner of the unit also be a member of the Homeowner's Association and shall remain a member of said Association until such

time as his unit ownership shall cease for any reason. Unit ownership shall be determined for the purposes of this Declaration and administration of the property from the record of unit ownership maintained by the Association. Membership shall be appurtenant to each and every unit and may not be separated from ownership of any unit. The record of unit ownership maintained by the Association shall be established by the unit owner filing with the Association a copy of the deed to the owner's unit, which copy shall be certified by the recording officer of the County of Lane, State of Oregon showing the date and place of recording of such deed. No person shall be recognized as a unit owner unless a copy of the deed has been filed with the Association as above provided. In the event no such deed has been filed with the Association the declarant shall be deemed to be the owner of the units for which no deed has been filed with the Association.

The Association shall be managed by a board of directors elected by a majority vote of the unit owners.

The initial chairman of the Association is Michael J. Safley and the initial secretary is Robin Jeffs. The initial bylaws of the Association, certified by the Chairman and Secretary of the Association are being recorded simultaneously with the recording of this Declaration. An amendment of the bylaws shall not be effective unless approved by seventy five percent (75%) of the unit owners and until a copy of the bylaws as amended, certified by the Chairman and Secretary of the Association of Woodtique Homeowner's, is recorded.

The owner of each single family unit shall have one vote for the election of the Directors of the Association, and the owner of the duplex unit shall have two votes for the election of the Directors of the Association. The Board of Directors shall consist of not less than three nor more than nine members. The terms of at least one third of the directors shall expire annually.

The property shall be administered by the Association and managed by the Board of Directors in accordance with the provision of this Declaration and the Articles of Incorporation and Bylaws of the Woodtique Heights Homeowner's Association and in accordance with the rules and regulations adopted from time to time by the Board of Directors of the Homeowner's Association. The Board of Directors from time to time may adopt and/or amend rules and regulations governing the details of operation and use of the common elements. The Board of Directors has authority to grant public utility easements over and across common property.

ARTICLE XV

MANAGING AGENT: The Board of Directors of Woodtique Heights Homeowner's Association has the right to engage the services of a manager or managing agent and to fix the compensation therefore.

ARTICLE XVI

WARRANTIES OF DECLARANT: Except as specifically set forth in this declaration, the documents attached hereto, and in the specific sales agreements between the Declarant and specific and individual unit owners there are no warranties, express or implied, made by the Declarant to any person purchasing or obtaining an interest in any unit located in the property subject to this declaration.

ARTICLE XVII

SUCCESSOR INTERESTS: This declaration shall be binding upon and inure to the benefit of the Declarant, the Association, the Unit Owners, their heirs, personal representatives, successors and assigns. All of the provisions of this declaration shall be covenants, conditions or restrictions, as appropriate, which may be enforced by the Declarant, the Association, any Unit Owner, or any of them, whether or not they are expressed or referred to in any unit deed. All properties described shall be held, sold, conveyed, subject to the easements, restrictions, covenants and conditions described herein and filed concurrently here- with, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the property and which shall run with the real property and shall be binding on all parties having any right, title or interest in the properties described herein or any part thereof, their heirs, successors and assigns and such easements, restrictions, covenants and conditions shall inure to the benefit of each Unit Owner of any property located within the Woodtique Heights development.

ARTICLE XVIII SEVERABILITY: In the event any Court of competent jurisdiction shall determine that any of the provisions of this Declaration, or any attachment hereto, shall be unlawful or void, such determination shall not effect the validity of any other provision hereof or of such provision in a different context.

ARTICLE XIX

DEFINITIONS:

Section I: "Association" shall mean and refer to the Woodtique Heights Homeowner's Association, its successors and assigns and shall mean all the unit owners acting as a group in accordance with this Declaration and the Bylaws of Woodtique Heights Homeowner's Association.

Section II: "Building" means a multiple-unit building or single-unit buildings, or any combination thereof, comprising a part of the property.

Section III: "Common Area" shall mean the real property described in this Declaration and all of the general common elements as defined in Article VI hereof.

Section IV: "Common Expenses" means expenses of administration, maintenance, repair or replacement of the common elements; expenses agreed upon as common by all the unit owners; and expenses declared common by the Bylaws of the Association, by this Declaration, or by provision of the Oregon Unit Ownership Law.

SECTION V: "Manager" means the manager, board of managers or other person in charge of the administration of or managing of the property as designated by the Board of Directors of the Association of Unit Owners.

Section VI: "Majority" or "Majority of the Unit Owners", means the owners of more than fifty percent (50%) in the aggregate of the undivided ownership interests in the general common elements as previously expressed in this Declaration, i.e., each unit owner has an undivided two percent (2%) interest in the general common elements except for the duplex unit owner which has an undivided four percent (4%) interest in

the common elements. For purposes of this Declaration, whenever a percentage of the unit owners is specified, percentage means such percentage in the aggregate of the undivided ownership in the general common elements.

Section VII: "Property" means the land, all buildings, improvements and structures thereon, and all easements, rights and appurtenances thereto which are submitted to the Oregon Unit Ownership Law by this Declaration.

Section VIII: "Unit" or "Condominium Unit" means a part of the property including a building or one or more rooms occupying one or more floors of a building or a part or parts thereof, intended for any type of independent use, and with a direct exist to the public street or highway or to a common area or areas leading to a public street or highway.

Section IX: "Unit Designation" means the number, letter or combination thereof designating a unit in this Declaration.

Section X: "Unit Owner" means the person owning a unit in any real estate tenancy relationship recognized under the laws of this state.

Section XI: "Declarant" shall mean and refer to WILLAMETTE VALLEY TITLE COMPANY, which holds title as Trustee for Bryant Associates, a California Limited Partnership, Vendee under a Land Sale Contract with the holder, Woodtique Apartment Investors, a California limited partnership. that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part or unit thereof, their heirs, success- ors and assigns, and shall inure to the benefit of each unit owner thereof.

ARTICLE XX

CONDITIONS, COVENANTS, AND RESTRICTIONS: Declarant hereby declares

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations:

(b) the right of the Association (subject to recorded liens and encumbrances) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the unit owners agreeing to such dedication or transfer has been recorded, and consent has been obtained by the holders of all recorded mortgages and Trust Deeds agreeing to the dedication or transfer.

Section 2. Delegation of Use. Any unit owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS Section 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section 2. The Association shall have one class of voting membership. The owner of the duplex shall have two votes and the owners of all other units shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast, with respect to any unit (except for the duplex unit).

COVENANT FOR MAINTENANCE 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title regardless of whether the same are expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1979, the maximum annual assessment shall be Forty (\$40.00) Dollars per one bed- room unit per month and not more than \$50 per three bedroom unit per month (except for the duplex which shall be assessed on the same basis as two units).

(a) From and after January 1, 1979, the maximum annual assessment may be increased each year in an amount to be determined by the Board of Directors.

(b) The Board of Directors shall fix the monthly, quarterly or annual assessment after consideration of current maintenance costs and future needs of the association.

Section 4. 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 a capital improvement upon the common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the unit owners present who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all unit owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of unit owners or of proxies entitled to cast sixty (60%) percent of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for one-bedroom units, a uniform rate for two-bedroom units and a uniform rate for three-bedroom units and shall be collected on a monthly basis. The rate for two bedroom units shall be 12.5% higher than the rate for one bedroom units and the rate for three bedroom units shall be 25% higher than the rate for one bedroom units.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units which have been conveyed to individual owners on the first day of the month following the conveyance. As to units which have been unsold from the date that the Declaration is recorded, the declarant shall pay assessments due for operating expenses on all unsold units and shall pay the assessment due for reserves on all unsold units or, at the declarant's option, pay or require the unit owner to pay all accrued reserve assessments against the unit at the time of the initial sale to the unit owner. 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 every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid.

No unit owner may exempt himself from liability for his contribution towards common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the unit owner personally obligated to pay the same, or foreclose the lien against the property. No unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit. The prevailing party in such action or suit shall be entitled to reasonable attorney fees in addition to costs and disbursements, in both the trial and appellate courts.

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, or trust deed. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, easements, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any unit owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

amended only by an instrument signed by not less than seventy five percent (75%) of the unit owners. Any amend- ment must be recorded.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the properties and placed on or immediately adjacent to the dividing line between the units owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, 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 equally by the Owners whose units abut such wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, in addition to any liability for consequential damages.

Section 5. Right to Contribution Runs with Land. The right of any unit owner to contribution from any other unit owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. Any dispute concerning a party wall or any provisions of this Article may be arbitrated. Each party shall choose one arbitrator, and such

arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Encroachments. If any portion of a party wall or other part of a building or structure, (including but not limited to roof overhangs, porches and fireplaces) now existing upon said property encroaches upon any part of the Common Areas or upon the property used or designated for use by another unit owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each dwelling unit for the benefit of the Association and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARCHITECTURAL CONTROL Section 1. No building, fence, wall, hedge, structure, improvement, obstruction, ornament, landscaping or planting shall be placed or permitted to remain upon or be removed from any part of said property unless a written request for approval thereof has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee.

Section 2. The Architectural Committee referred to herein shall be initially composed of Robin Jeffs, Michael J. Safley and David Waggott. Its decision shall be final and binding; however, applications may be resubmitted. The original members of the Committee shall serve for three, two and one years, respectively. Thereafter, new members shall be elected for a term of three years by majority vote of the Board of Directors of the Association. If any member of the Committee is unable or unwilling to act, the Board of Directors shall elect a successor to serve out the unexpired term.

Section 3. No member of the Architectural Committee, however created or constituted, shall receive any compensation from the Association or make any change for his services as such.

EXTERIOR MAINTENANCE

Section 1. Maintenance of Common Areas and Exterior Maintenance.

The Association shall maintain or provide for the maintenance of the Common Areas, including improvements to said Common Areas, and in addition, the Association shall provide exterior maintenance upon and for each unit subject to assessment hereunder, including, without being limited to, the following: paint, repair, replace and care for roofs, gutter, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the Owner, his family, tenants, guests, or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which such unit is subject, and a lien upon such unit and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each unit owner and is not included in the maintenance provided by the Association, (except to the extent of applicable insurance proceeds), but the Association reserves the right to replace the exterior of any structure damaged or destroyed from whatever cause and the cost of such repair or replacement may, in the discretion of the Directors, be added to and become a part of the assessment to which such unit is subject, and become a lien thereon.

Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own unit, including any patio or balcony appurtenant to the unit.

Section 2. Insurance. The Association shall obtain and maintain at all times:

(a) a policy of insurance covering loss or damage from fire, with extended covering endorsements, and such other coverages, such as earthquake, flood, storm, riot, vandalism or other coverages, which the Association may deem

desirable, for not less than ninety per- cent (90%) of the full insurable replacement value of the units and the common elements, which said policies shall name the Declarant, the Association and the unit owners as their interests may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagees of each unit, if any. The policy shall include

all property of an insurable nature, both real and personal, now existing or hereafter acquired specifically including, but not limited to, stoves, refrigerators, laundry equipment, floor, wall and ceiling coverings, but in no event shall the coverage be applicable to personal property of the unit owners except as aforementioned, unless said personal property is permanently attached to the building structure, and in no event shall the policies have a deductible clause in excess of \$500 per unit.

The costs of such insurance shall be assessed against the unit owners prorata in accordance with the ratio of the value of their unit to the total value of all units. The assessment shall be in addition to the assessment for other common expenses referred to above.

(b) a policy or policies insuring the Declarant, the Association, the Board of Directors, the unit owners and the management agent against liability to the public or to the owners (of units and of common elements, and their invitees or tenants) incident to the ownership and/or use of the property. Limits of liability under such insurance will be in an amount as determined by the Board of Directors. There shall be excluded from such policies coverage of a unit owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy. The policies under this section shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policies shall not be prejudice as respects his, her or their action against another named insured.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable state or federal laws.

(d) All losses under policies hereafter enforced regarding the property shall be settled exclusively with the Board of Directors

or its authorized representative. However, where a first mortgagee has been designated as a loss payee by a unit owner, such mortgagee shall be entitled to settle losses as to the mortgaged unit.

(e) Each unit owner shall be required to notify the Board of Directors of all improvements made by the owner to his unit which exceed the sum of \$500.00 in value.

(f) Each unit owner shall be responsible for obtaining, at his own expense, insurance covering his personal property not insured under the above paragraphs and also obtaining insurance for liability not covered under the above paragraphs, unless the association otherwise agrees.

(g) Insurance premiums for insurance coverage obtained by the association in accordance with this Article shall be a common expense to be paid by assessments levied by the Association and such payments shall be held in a separate escrow account of the Association and used solely for the payment of insurance premiums as the same become due.

USE RESTRICTIONS

The following restrictions shall be applicable to the real property

described above and shall be for the benefit of and limitation upon all present and future owners of said property, or of any interest therein:

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, and by an architectural committee composed of three (3) or more representatives appointed by the Board.

Section 2. Parking of boats, trailers, motorcycles, motor vehicles not operated in regular family use, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of

equipment as above described, shall be prohibited except in such areas as may be prescribed by the Directors for such parking, for which the Directors may prescribe a parking fee and limit the use and duration thereof, which areas shall be approved in writing by the Architectural Committee. The authority of this Section shall not be construed as a requirement that the Directors provide such parking areas.

Section 3. All owners are members of the Association and entitled to an equal share in the rights and interest and privileges and obligations as such, including the right to use all recreational and other Common Areas subject to the rules and regulations and restrictions applicable thereto.

Section 4. All Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns or shrubs will be permitted without written authorization by the Architectural Committee.

Section 5. All walks and streets are for the use of Association members on an equal basis, subject to reasonable rules and regulations promulgated from time to time in writing by the Directors. It shall be the responsibility of each member to allow maximum ease of pedestrian and vehicular ingress and egress over walks and streets and driveways by prohibiting automobile parking in front of parking areas or in the driveways or alleyways and allowing no obstruction or barrier on, across or adjacent to sidewalks which would interfere with any other members' use of the Common Area or access to his own unit.

Section 6. Association Directors will have jurisdiction over activities permitted in the Common Use Areas. All disputes, complaints or matters of change in existing or future use restriction will be submitted to the Association Directors for arbitration.

EASEMENTS

All conveyances of land situated in the said property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the Common Areas of said property for the purpose of traveling by foot or conveyance or resting or otherwise being thereon, and over,

under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property and specifically including, without being limited thereto, the interior of party walls, attic crawl spaces and the area below the living space in any living unit), for the purpose of building, constructing, and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon all Common Areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, lawns, landscaping and planted areas thereon: all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by recorded covenants and restrictions, recorded as herein above provided, and their tenants, contract purchasers and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easements without unduly infringing upon the privacy of the Owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Association, its successors and assigns to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the said property and the living units thereon.

ENFORCEMENT

The Association, or any Owner, or any contract vendor, or the owner of any recorded mortgage or trust deed on any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

NO RIGHT OF REVERSION

Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said

property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

IN WITNESS WHEREOF, the Declarant has upon the day and year first above written caused these presents to be executed and does hereby submit the above described real property to the provisions of the Oregon Unit Ownership Law.

SIGNATURES AND ACKNOWLEDGEMENTS NEXT

FIRST AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WOODTIQUE HEIGHTS CONDOMINIUMS

These First amendments to the Declaration of Condominium Ownership for Woodtique Heights Condominium were approved on the 20th day of November 2001 by the Association of Unit Owners of the Woodtique Heights Condominiums

A.

B.

RECITALS

Association is the Association of Unit Owners of the Woodtique Heights Condominiums formed pursuant to the Declaration of Condominium Ownership for the Woodtique Heights Condominiums recorded November 30, 1978 as document number 7878938, in Lane County Oregon Records.

Pursuant to Article XI of the Declaration and the approval of at least seventy-five percent (75%) of the voting members, the Association hereby amends the following Articles in the manner set forth below.

NOW THEREFORE, the Articles, Sections and Subsections set forth below are amended in the following manner:

[ARTICLE I, LEGAL DESCRIPTION OF PROPERTY and II, NAME OF PROPERTY remain unchanged]

ARTICLE III

GENERAL DESCRIPTION OF BUILDINGS AND PROPERTY General Description is Amended to reflect the following changes: Change in Street name to “Hawkins Lane”.

Change of Laundry building to “Storage” building.

Corrected number of buildings to “Sixteen (16) with fifty (50)” family units.

Omitted Reverences to duplex

Omitted References to floor coverings, kitchen appliances and drapes,

Corrected that “two and three bedroom down stair units” have outside storage

ARTICLE IV

DESCRIPTION OF UNITS:

[Description Sections A through D of Article IV remain unchanged]

E. Laundry Building

Amended to “Storage Building”, (laundry building now used for storage)

F. Swimming Pool:

Amended to correct depth of pool to “nine (9) feet”

[ARTICLE V remains unchanged]

ARTICLE VI DESCRIPTION OF GENERAL COMMON ELEMENTS:

[A. remains unchanged]

B. Amended reference to main walls to add: “from studs outward”. Added word, “exterior” before halls, corridors, lobbies, and stairs.

C. Amended to Omit: reference to basement. (units have no basements)

D. Amended to read: “Installations of central services such as power, light, gas, and water”. Other wording Omitted.

[E remains unchanged]

F. Amended laundry building to “storage building”

[G through K remain unchanged]

L. Amended number 48 to “50 living units”. Omitted reference to duplex

[ARTICLE VII remains unchanged]

ARTICLE VIII USE OF BUILDINGS AND UNITS:

[Section A of ARTICLE VIII remains unchanged]

B. Laundry Building:

Amended to “Storage Building: The Storage Building’s use shall be controlled by the Board of Directors as they deem necessary.”

C. Residential Units:

Amended to include storage building not intended for residential use.

ARTICLE IX

SERVICE OF PROCESS:

Amended to reflect: the current Chairman of the Association.

ARTICLE X ALLOCATION OF COMMON EXPENSES:

Amended to change: annual assessment to “monthly” (there are no annual assessments)

[ARTICLE XI remains unchanged]

ARTICLE XII

RULES AND REGULATIONS FOR WOODTIQUE HEIGHTS HOMEOWNER’S ASSOCIATION:

[Rules and regulations not listed below remain unchanged]

WALKWAYS Amended to include:

“stairs” must not be obstructed.

RADIO AND TELEVISION Amended to include:

“satellite dish” not attached to building

MAINTENANCE AND REPAIRS

Amended to omit:

“carport” (there are not carports in the complex)

USE OF CARPORTS

Amended title to USE OF ASSIGNED PARKING SPACES: Amended to Omit:

Reference to carports

DAMAGE:

Amended to include:

“Any water damage caused from one unit to the other shall be the responsibility of the offending unit owner.”

FLAMMABLES:

Amended to include:

“Damages caused as a result of a fire ignited by an owner shall be the responsibility of that owner.”

WINDOWS:

Amended to include:

“Any damages caused as a result of negligence to the above statement shall be the responsibility of the owner.”

PAINTING:

Amended to include:

“without consent of the Board of Directors.”

FLOWERS:

Amended to include:

“or Board of Directors” before doing so.

PATIO AREAS: Amended to omit: References to carports.

DAMAGE BY CHILDREN: Amended to omit: References to “carports”.

[ARTICLE XIII, remains unchanged]

ARTICLE XIV

ADMINISTRATION AND MANAGEMENT:

Amended to omit:

References to: filing a deed with the Association in paragraph one. Reference to owner of duplex.

I. Article XII, Rules and Regulations for Woodtique Heights Homeowner's Association, of the Declaration is amended to add the following language:

LEASING AND RENTAL OF UNITS. The following restrictions apply to the renting and leasing of units within the Condominium.

1. **Definitions.** As used in this Section:

- (a) **“Renting or leasing a unit”** or **“To rent or lease a unit”** means to grant a right to use or occupy a unit for a specific term or indefinite term in exchange for the payment of rent (money, property or other goods or services of value). **“Renting or Leasing a unit”** or **“To Rent or Lease a unit”** does not mean:
 - (i) Joint ownership of a unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
 - (ii) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the unit.
- (b) **“Tenant”** means a person who is granted the right to use or occupy a unit as described in Subsection 1(a) above.

2. **Renting and Leasing Restrictions.** The following restrictions apply to the renting or leasing of units

- (a) An Owner may not rent or lease less than the entire unit.
- (b) A unit may not be rented, leased or otherwise used for transient or hotel purposes.
- (c) A unit may not be rented or leased for a period of less than thirty (30) consecutive days.
- (d) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the

provisions of the Declaration and Bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, Bylaws or the rules and regulations, the Board may require the unit owner to terminate such lease or rental agreement.

3. **Rules and Enforcement.**

- (a) **Adoption of Rules.** Pursuant to the Declaration and Bylaws, as well as ORS 100.405(4)(a), the Board of Directors shall adopt by resolution rules as it deems necessary to implement the provisions of these Sections 1 through 4.
- (b) **Enforcement.** The Board shall have the authority to enforce the provisions of this Amendment, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the renting and leasing of units. Remedies include, but are not limited to, assessing fines against violating Owners, bringing an action to terminate the rental or lease agreement and requiring the Owner to remove the tenant.
- (c) **Attorney Fees.** All costs, including reasonable attorney fees, incurred in taking any enforcement action under Subsection (b) above shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws, ORS 100.405(4)(k) and ORS 100.470.

4. **ORS Chapter 90 Not Applicable.** Nothing in this article may be construed to impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

II. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.

[ARTICLE XV, MANAGING AGENT, remains unchanged]

ARTICLE XVI

WARRANTIES:

Amended to omit:

References to Declarant and sales agreement with Declarant.

SUCCESSOR INTERESTS: Amended to omit: References to Declarant

DEFINITIONS:

ARTICLE XVII

ARTICLE XIX

[Sections I through V remain unchanged]

Section VI: “Majority” or “Majority of Unit Owners” Amended to omit:
References to duplex.

[Sections VII through XI remain unchanged]

ARTICLE XX

CONDITIONS, COVENANTS, AND RESTRICTIONS: Amended to replace:
Declarant with “Association”

[PROPERTY RIGHTS remains unchanged]

MEMBERSHIP AND VOTING RIGHTS

[Section 1, remains unchanged]

Section 2.

Amended to omit:

References to owner of duplex.

CONVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Amended to replace:

Declarant with “Association”

(1) Annual assessments with “monthly assessments” (annual assessment are not charged)

(2) *remains unchanged*

Paragraph that follows (2) above: Amended to replace annual to “monthly”:
Amended to Include “late fees” as a cost.

[Section 2. Purpose of Assessments remains unchanged]

Section 3. Maximum Annual Assessment. Amended to replace:
annual with “Monthly”
Amended to Omit:

References to duplex and dollar amounts of assessments until 1979 (a)
Amended to replace annual with “monthly”
(b) Amended to omit quarterly and annual

Section 4. Special Assessments for Capital Improvements. Amended to replace:
annual with “monthly”

Section 5. Notice and Quorum For Any Action Authorized Under Section 4.
Amended to omit:
“requirement” (in second sentence following....same notice)

Section 6. Rate of Assessment. Amended to replace:
annual with “monthly”.

Section 7. Date of Commencement of Assessments: Due Dates:
Amended to omit:
Annual references throughout the section
Entire sentence referencing unsold units and declarant

Amended to replace:
Annual with “special”, (in wording relating to the Written Notice
sentence)

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.
Amended to include:
“a late fee established by the Board of Directors and” interest from....

[Section 9 remains unchanged]

[GENERAL PROVISIONS, sections 1 through 3 remain unchanged]

PARTY WALLS

[Sections 1 through 5 remain unchanged]

Section 6 Arbitration.

Amended to omit:

Description of arbitration, last sentence of Section 6.

Section 7 Encroachments: Amended to omit: Reference to Declarant

ARCHITECTURAL CONTROL

Section 1.

Amended to omit:

reference to representative designated by Committee and replace with “the Board of Directors”

Section 2.

Amended to omit:

References to the initial Architectural Committee.

[Section 3 remains unchanged]

EXTERIOR MAINTENANCE

Section 1. Maintenance of Common Areas and Exterior Maintenance.

Amended to Include:

Following the statement: ... keeping in good order and repair the interior of his own unit, Add: “and all materials from the inner walls of building inward, including any rear patio slab, patio deck work” or balcony appurtenant to the unit.

Section 2. Insurance.

(a) Amended to Omit:

All references to Declarant

Insurance coverage by the Association of any real and personal property

Insurance coverage by the Association of property attached to the building A deductible not in excess of \$500

The cost of insurance prorated according to the value of the unit

(b) Amended to Omit:

The Association insuring the declarant and management agent

[Subsections (c) through (e) remain unchanged]

(f) Amended to Include: in second sentence following – insurance covering his personal..... add:

“and real property and fixtures including but not limited to wall, cabinets, and appliances. The unit owner will provide proof of insurance to the Association”.
(wording that follows is omitted).

(g) Amended to Omit:

Reference to Payments held in separate escrow accounts and used solely for payment of insurance.

USE RESTRICTIONS

[Section 1 remains unchanged]

Section 2.

Amended to omit:

reference to an enclosed garage. (complex has no garages)

[Section 3. remains unchanged]

Section 4.

Amended to include:

“or Board of Directors” may provide authorization

Section 5.

Amended to include:

“stairs and entryways” must not be obstructed.

[Section 6 remains unchanged]

EASEMENTS

Amended to change Declarant to “Association”

[Section Titled “Enforcement” remains unchanged]

NO RIGHT OF REVERSION Amended to change Declarant to “The Association”

IN WITNESS WHEREOF, the Association has upon the day and year first written above caused these presents to be executed and does hereby submit Amendments to the Declaration of Unit Ownership of Woodtique Heights.

REQUIRED SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE.