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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ONEONTA TOWNHOMES

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AMENDED AND RESTATED

Declaration of Covenants, Conditions, and Restrictions

Oneonta Townhomes

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oneonta Townhomes is adopted by the Owners of the Oneonta Townhomes Association.

RECITALS

The Oneonta Townhomes development is located 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 (the "Plat"). * and recorded September 7, 1995, Recorders No. 95-108896.

The Oneonta Townhomes project was developed into 20 lots containing 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.

NOW THEREFORE, all of the property described in the Plat shall be held, sold and conveyed subject to the easements, covenants, restrictions and charges contained in this Declaration of Restriction of Oneonta Townhouses. Such covenants, restrictions, and charges shall run with the property described herein and shall be binding upon 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.

ARTICLE I
DEFINITIONS

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

Section 2. "Commonly Maintained Property" means the property identified in Article VI, Section 3 below.

Section 3. "Owner" or "Member" 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 4. "Properties" means the certain real property described above.

Section 5. "Unit" means one of the 20 separate lots and the improvements therein.

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 as amended and restated.

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 their 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, Articles of Incorporation, and the Association's Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be default under the lease.

Section 2. Conduct. The following restrictions are in addition to all other restrictions and requirements contained in the Bylaws or Rules and Regulations adopted by the Board of Directors.

(a) Animals. 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 commercial purposes or in unreasonable numbers. 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 after an opportunity for a hearing.

(b) Vehicles. 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. 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 Owners from maintaining their professional 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.

(d) Maintenance of Units. Owners shall promptly, at all times, maintain in good condition and appearance, the exterior portions of their 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 shall be made of the Unit, and all valid laws, zoning ordinances, and regulations of all governmental bodies shall be observed.

(f) Jurisdiction. The 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 Board of Directors for arbitration and/or resolution.

(g) Plantings in Certain Areas. Planting will be permitted in the areas between Units in the back between the garages (12-inch by 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 restricted to 18 inches maximum from the front wall, and 18 inches maximum height. No plantings are permitted along 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 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 Owner's responsibility and the Association may assess the Owner for these costs as a willful or negligent act under Article VI of this Declaration. These maintenance obligations are in addition to the maintenance obligations as provided in Article VI, Section 2 of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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/her ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of the Unit.

Section 2. Voting. 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.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner 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 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 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 the successors in title unless expressly assumed by them. Owners may not waive liability for an assessment by abandonment of their 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) Costs of Commonly Maintained Property;

(g) Any other items properly chargeable as an expense of the Association;

(h) 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 major repair or replacement of those portions or elements of the Commonly Maintained Property 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. That reserve assessment amount shall not be decreased nor shall the funds be used for any purpose other than defraying all or part of the costs of repair or replacement as provided herein, except by a vote of seventy five percent (75%) of the Members voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Annual Assessment. The Board of Directors shall establish an annual assessment taking into consideration all of the anticipated expenses of the Association. The Board of Directors may not increase the annual assessment by more than ten percent (10%) above the previous year's assessment without the consent of a majority of the Owners.

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 improvements upon the properties, provided that any such assessment shall have the consent of 12/20 of the votes of the Members voting in person or by proxy at a meeting duly called for this purpose.

Section 6. 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 7. Date of Commencement of Annual Assessments. 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 of Directors 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 8. 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 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 become 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, Rules, or Regulations adopted pursuant thereto, the Board of Directors shall have the right to:

(a) Enter the Unit in which or as to which such violations exist and to summarily abate and remove, at the expense of the defaulting Owner, anything 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 twelve percent (12%) 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 (10) days written notice, declare the defaulting Owner's entire annual or special assessment due immediately, and interest thereafter shall accrue on the entire assessment at twelve percent (12%) 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 with the requirements of Oregon's Planned Community Act. In any such foreclosure suit the Owner shall be required to pay reasonable rental for the Unit. The Association 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 Judgment. In addition to the right to file a foreclosure action, the Board of Directors may bring an action to obtain a money judgment against an Owner for damages for the Owner's failure to pay assessments or other 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 judgment for unpaid assessments against the Owner personally obligated to pay the same. The action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same.

Section 8. Collection Costs, Attorney Fees. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorney 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, Rules, and Regulations adopted pursuant thereto, the Owner or Owners, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorney 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

Section 1. By the Association. Except as provided below, the Association shall be responsible for maintenance of the exteriors of all building structures and maintenance and repair of the Commonly Maintained Property (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, re-staining, 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; 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 Commonly Maintained Property 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 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 commonly maintained areas, but not from the Units themselves. 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. The Association is not responsible for the maintenance, repair or replacement of the decks and patios. The Association shall provide maintenance of the landscaping of the front yards of each lot and the side yards of lots 1 & 10 and 11 & 20, which shall include 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.

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 Units: repairing, replacing, restoring, or cleaning of (i) glass (other than cleaning of the exterior surfaces of skylights); (ii) landscaping and other improvements (including, without limitation, decks and patios) located within the outdoor living areas; exterior items of hardware not specifically described above, including without limitation, 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 concrete aprons extending from garages; electrical and mechanical doorbells and knockers; and air conditioning and heating equipment and devices; and, (iii) maintaining, repairing and replacing the interiors of their respective Units within the building structures, including without limitation, maintaining, repairing, and replacing all framing beneath any sheeting (including the framing studs and other framing members), 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 Unit shall also be responsible for removal of snow and ice from that Owner's building lot.

Section 3. Damage Caused by Owner. 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 tenants, family, guests or invitees of the Owner 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.

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. By the Association. 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., one hundred percent (100%) of the current insurance replacement cost) exclusive of land, foundation, excavation, sheetrock, all interior finishes within the Unit, appliances, heating and ventilation equipment, any of the owner's personal property, and other items normally excluded from coverage, but including all buildings. 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 $10,000.00.

(b) 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 invitees 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. If available and affordable, 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.

(c) **Notice.** The policy or policies in subsections (a) and (b) must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify such policy.

Section 2. 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 3. Adjusting Claims. 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 demand of any mortgage, to an insurance trustee acceptable to the Association and the mortgagees of Units.

Section 4. Owners' Obligations. Owners shall be responsible for obtaining, at their own expense, insurance covering the portions of the buildings, equipment, and the contents of the buildings not insured above and their liability not covered above, including any deductibles. 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 5. Review of Insurance Policies. At least annually the Board shall review all insurance carried by the Association. Such review should include an evaluation of all improvements made to the Properties by a representative of the insurance carrier.

Section 6. Insurance Proceeds Sufficient to Cover Loss. In the case of fire, casualty or other damage or destruction, if the insurance proceeds of the master policy are sufficient to reconstruct the property damaged or destroyed, such proceeds 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 7. 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 designee using the proceeds, if any, of the Association's insurance on such property for the 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 seventy five percent (75%) 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 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

Section 1. **Architectural Control.** Without prior written approval from the Board of Directors, Owners shall not:

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

(b) Add to or alter the landscaping of the front or side yard of their lot, provided however, that limited bedding plants are allowable in the treewells in back of the Unit or 18" from the wall in front of the Unit, without Board of Directors approval;

(c) Change any part of any color of the exterior of the units;

(d) Except as provided by law, 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 items; or

(e) Otherwise modify or change the exterior appearance of their unit.

Section 2. **Architectural Review.** The Board of Directors shall serve as the architectural review committee and shall review all applications for modifications. In seeking the approval from the Board of Directors, Owners 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. Once the application is complete, the Board of Directors shall review and consider the proposal, on the basis of the 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 of Directors 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 of Directors 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 Unit shall be entitled to the exclusive use and benefit of Unit, including, without limitation, the

landscaped area thereon. The Board of Directors 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 Unit for the purpose of determining whether or not the use of and/or improvements 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 Unit. The Association may grant or assign easements over or with respect to any Unit to municipalities or other utilities performing utility services and to communication companies.

Section 3. Owners' Easements of Enjoyment. Each Owner is granted an easement to each other Owner's Unit to the extent reasonably necessary for ingress and egress along the common driveway. Subject in the provisions of this Declaration, Owners and their invitees 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 Unit. 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 of Directors from time to time.

Section 4. Extent to Owners' Rights. Each Unit is granted an easement to each other Unit in the Properties to the extent reasonably necessary for the maintenance, repair, and improvement of the benefitted Unit. 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. All Owners of Units within the Properties are granted the following easements over, under and upon the Properties:

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

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

(3) An easement for the purpose of making repairs to any existing structure on the Commonly Maintained Property.

(b) Utility and Other Municipal Easements. 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 Properties.

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 Unit, 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 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 (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 a two-thirds majority vote of the Owners. 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 said person 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 fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, proceeding, or appeal therefrom, if such person acted in good faith and in a manner the person 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 said conduct was unlawful. The termination of any action, suit, or proceeding by judgment, 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 that person 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 said 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 benefitted from the acts which created said liability.

The undersigned President and Secretary of the Oneonta Townhomes Homeowners' Association hereby certify that this Amended and Restated Declaration of Covenants, Conditions, and Restrictions was approved by the requisite number of Members of the Association at a duly held election as required under the Oregon Planned Community Act.

BOARD OF DIRECTORS OF ONEONTA TOWNHOMES HOMEOWNERS' ASSOCIATION

Sharron Jarvis
Chairperson

Geraldine Barra
Secretary

STATE OF OREGON)
) ss: August 28, 2019
County of Multnomah)

Personally appeared the above-named Sharron Jarvis, the President, and Geraldine Barra, the Secretary of the Board of Directors of the Oneonta Townhomes Homeowners' Association (the "Association"), being sworn stated that these Amended and Restated Bylaws are voluntarily signed on behalf of the Association.

OFFICIAL STAMP
SUZANNE CLAIRE O'HALLORAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 957780
MY COMMISSION EXPIRES JANUARY 17, 2021

Suzanne C O'Halloran
NOTARY PUBLIC FOR OREGON