

Cascadia Commons Cohousing
HOA Meeting Minutes
April 14, 2024

Attending: Grant and Stacy Canterbury, Desi and Clay Peterson, Judith Lienhard, Sue Staehli and David, Chilstrom, Ken Brown, Marty Anderson, Camilla Schneider, Lori and Rich Sommer, Marsha Rakestraw, Donna Emerson, Emily Daniel, Harry Dudley, Suniti Kumar, Monica Franz, Angelica Williams, Julie Martchenke, Shienpei Chang Silverman, Paul Williamson

Leaseholders present: none

Not in attendance: Anne and Chuck Goldfarb, Rufus Knapp, Pat Storey*

Excused: Jane Ewert and Dave Fabik, Jennifer Gates, Katie Miranda and Ahmed Al Ali, Representatives of the Estate of Sue Alperin, Tomer Shaked

Quorum is reached.

Facilitators: David, Donna, Ken

Secretary: Stacy

Guests: Lori Matta

Agenda and Birthdays: Agenda reviewed, and **March's HOA Minutes were approved by consensus.** A Very Happy Birthday this month to Akash, Anne, Emily, and Shienpei!

Part 3 of Review/Approval of updated Declaration document, version 6: Donna, Grant, and Ken: Declaration and Supplemental have been merged. Reading of the Declaration starting with 1.9, 4.1.1, 4.1.2, 4.2, 4.3, 5.2, 7.2, 8.1, 14.2, and 14.6. Extended conversation about labeling of CH as a unit within the Declaration (4.1.1 and 4.1.2) and additional clarification for 5.2 (definition of GCE). Discussion of storage closets in 8.1. Additional discussion of section 14.2 gives the right and responsibility of a Board Director to enter units to prevent damage. The 14.6 Access Easement to Utility Areas (new) says that stairways which normally have exclusive right of use are granted an easement for utility areas (water heaters on southside). The revised **Declaration is appended at the end of these notes with text highlighted.**

Voting yes on all Declaration sections read during the meeting except for 4.2 were Donna, Marsha, Angelica, Rich and Lori, Monica, Shienpei, Harry, Emily, Camilla, Julie, Suniti, Clay and Desi, Paul, Judith, Marty, David and Sapphire, Stacy, and Grant.

Emergency Prep Presentation, Stacy: (Notes from Grant) Let's play "Stump the Chump with Stacy"! Questions:

- How long can I have a glass bottle of tap water? Glass is inert, but glass can be broken in an emergency.
- How many gallons per person? Recommend 1 gallon per person per day - technically sufficient for drinking and hygiene, but this is a minimum - have water available for minimum of 2 weeks. Salem had water trucked in for most of a summer. Need clean containers to carry water home.
- How long to boil water? One minute for most pathogens; some can survive longer unfortunately. Ideally 3-5 minutes if you have the fuel. Cryptosporidium is resistant to boiling, for example.



- How much bleach? 5 drops of **regular, unscented bleach** per two-liter container, 2 drops bleach per one-liter container. Bleach smell will evaporate if the container is left open for a bit.
- When is it appropriate to use charcoal filters for water? That is a filtration question, so we'll save it for our next Q&A.
- How often should I empty water out of reused containers like those soda bottles you just mentioned? Empty a reused container out after 6

months. Then wash and sanitize it before refilling. Gardens can use this water when you are done storing it. In an emergency you can drink 6-month-old water if the bottle was clean when you filled it and it has stayed sealed. Never reuse any container that has stored milk or chemicals. Commercially packaged and sealed water can be stored indefinitely.

- What about pets? Pets too! Multiply how many bowls of water they normally drink per day by 14 and add a little extra for stress/hot weather.
- What is a good long term water storage solution for a larger community of about 26 households? That is our decision, isn't it? More sophisticated rainwater collection is an option as is an onsite shallow well accessible by hand pump or city water stored in a cistern. Australia, for example, is adopting community water supply cisterns.

Proposal for consensus decision, Donna: a proposal to clarify ownership and maintenance responsibility for heating and cooling systems in units; this is a clarification of existing practice as owners have replaced hydronic systems with electric heat pumps. The text of the proposal follows these minutes. After a brief discussion, **consensus was reached.**

Committee Reports:

Emergency Prep Committee, Camilla--The committee members are taking the shed and barrels inventory. We will be replacing items and noting items that are missing. HOA presentations have begun, and we now have a process for decision making started. We will be asking for emergency northside and southside co-chairs and we welcome your feedback on topics you might want to learn more about.

CH Committee, Judith and Donna--No disaster occurred during the dryer vent cleaning. Cleaning the rugs and furniture is upcoming, as is marmoleum polishing. A reminder of Ben's Law: if you break it, you should replace it. As a courtesy, please let everyone know you have a CH event scheduled by sending out an email via Groups.io.

Coordinating, Grant--Judith completed our registration for OR secretary of state and updated the registered officers. There is an update for the feasibility of electric car chargers for the northside parking lot. There would be an upfront cost, but we could get a rebate of up to 75%. The first step would be to get an estimate. FHA

certification lapsed in 2020. To reapply for this, we will need updated HOA documents, so we will wait until we have finished the Declarations/Bylaws update.

Building & Grounds, David--Update on sprinkler unit leak in Julie's unit: substantial repair with bump out to insulate sprinkler system. The committee has also replaced a valve in CH sprinkler unit and found a crack concurrently which was repaired. We have added an access hatch in the coat room so that warm air can keep sprinkler pipes warm, other sprinkler units have been insulated and have alarms. At the work party next Saturday, we will be asking for volunteers to help dig for northside water valve replacement on May 7th. The southside fence repair will begin at work party as well. As a reminder, please clean up your porch ahead of house sale season.

Outreach, Emily--one page handout is ready to give out to buyers with expectations and joys of cohousing. May 4th and 5th is National Cohousing Open House Day! If you can help with this or with current information for the website, please talk to Emily.

Treasurer, Monica--We owe federal and state taxes; taxes have been filed, but we are awaiting receipt of a PIN needed for autopayment. Make sure your household's dues records match Monica's. If you aren't sure, please reach out. BTW, our bank Unitas has moved location to the Cedar Hills Shopping area.

Announcements!

- Please don't overfill garbage, bar down means hold garbage back.
- Monica says Murder Mystery party is still in the works, stay tuned.
- Camilla says Kids' art party will be in CH on Tues from 5-6:30.
- Shienpei says Joint Appreciation Meal is May 4th.
- Judith announces that the organization Treekeepers will have its meeting in CH on Weds, April 17th.
- May 5th HOA meeting, date change due to Mother's Day.
- Suniti is going to Thailand and looking for housesitter.

Evaluation:

- ✓ David thinks it went well; Lori and Suniti agree.
- ✓ Appreciation expressed for getting through Declaration to the end.
- ✓ Ken says thanks everyone for showing up so that we could reach quorum.
- ✓ Monica liked that we reconfigured space in a circle for the second part of the meeting and she thought that proposal being in written form was helpful.
- ✓ Guest Lori was wondering about the feasibility of solar panels. A previous group found that the best location for panels was the parking lots (Angelica).

Summary of consensus decisions: approved minutes by consensus, Declaration except 4.2, and proposal re: replacement heating systems.

**Removed from quorum due to six-month absence rule.*

Text of the proposal reached on 04/14/2024:

This proposal is being brought forward by the Documents (bylaws) Working Group, Ken, Grant, and Donna to be discussed at the April 2024 HOA meeting. We are looking for suggestions regarding this proposal and approach the discussion with open minds and hearts.

This is a proposal to agree that all components of the heating and cooling systems servicing individual units are the unit owner's responsibility. This includes the interior, exterior, and connecting components of any heating and/or cooling system.

1. Financials – Can we afford it? Is it a good use of our money?

There is no financial outlay for the community.

By agreeing that all heating and cooling systems that are servicing individual units, in their entirety, are individually owned the community is clarifying that they are not responsible for the maintenance, repair, removal or replacement of such heating and cooling systems.

2. Benefits:

A. By coming to agreement and consensus, the community has a clearer understanding of the ownership of the individual heating and cooling systems;

B. Present and future unit owners have a clear understanding of their responsibilities regarding their heating and cooling systems.

3. Drawbacks:

A. The only drawback is that owners of the older (hydronic) heating systems will more clearly be financially responsible for the maintenance, repair, removal or replacement of their complete heating and cooling systems. The community has had this understanding in the past and has never assumed the responsibility for the individual units' heating or cooling systems.

4. Maintenance:

A. There is no maintenance impact on the community.

5. Context:

A. The community has not done any maintenance, repair, removal or replacement of any components of the existing heating or cooling systems

servicing the individual units. Several of the owners have installed, at their own expense, new systems for heating and cooling. This proposal would clarify the existing understanding that all components of heating and cooling systems servicing individual units are owned solely by the unit owners.

Combined Declaration and Supplement text, version 6:

PROPOSED AMENDED AND RESTATED DECLARATION FOR CASCADIA COMMONS CONDOMINIUM COMMUNITY ARTICLE I Definitions 1. Definitions When used in this Declaration the following terms shall be accorded the meanings indicated: 1.1. 1.1 "Articles of Incorporation" refers to the Articles of Incorporation for Cascadia Commons Condominium Community Homeowners Association, filed with the Oregon Secretary of State on June 6, 2000. 1.2. The "Association" refers to the Cascadia Commons Condominium Community Homeowners Association. 1.3. "Bylaws" refers to the Bylaws of the Association adopted pursuant to Section 121.4 as they may be amended from time to time. 1.4. The "Condominium" refers to the land, buildings, and improvements submitted by this Declaration and all easements, rights, and appurtenances belonging thereto, all of which are herewith submitted to the provisions of the Oregon Condominium Act. 1.5. The "Declarant" refers to Cascadia Commons, LLC, and Development Group Services Corporation, and their successors and assigns. 1.6. "Governing Documents" refers to this Declaration, the Bylaws, the rules and regulations, binding consensus votes, resolutions, and policies. 1.7. "Mortgage" and "Mortgagee" refer, respectively, to a recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor of such instrument. 1.8. "Plans" refer to the plat and floor plans of Cascadia Commons Condominium Community, filed simultaneously with this Declaration. 1.9. "Plat" shall refer to the Plat of Cascadia Commons Condominium Community, recorded in the records of Washington County, Oregon as document number 2000058476, as well as the Cascadia Commons Condominium Community Supplemental Plat, recorded in the records of Amended & Restated Declaration, V.6 Redline 1 of 20 Washington County, Oregon as document number 2001050914. 1.10. Incorporation By Reference. Except as otherwise provided in this Declaration, each of the terms used herein that are defined in ORS 100.005, the Oregon Condominium Act, shall have the meanings set forth in such section. 2. 3. Description of the Property 2.1. The property submitted to the Oregon Condominium Act by this Declaration is located in Washington County, Oregon, and is more particularly described in the attached Exhibit "A." Name of Condominium 3.1. The name by which the Condominium shall be known is "Cascadia Commons Condominium Community." 4. Units 4.1. General Description of Buildings. 4.1.1. Phase One. Phase one of tThe Condominium consists of seven (7) existing two-story buildings that will undergo extensive renovation and one (1) three-story building that will be newly constructed. Six (6) of the buildings are townhouse duplexes containing a total of twelve (12) units, nine (9) of which are 2-bedroom/1.5 bath units and three (3) of which are 3bedroom/1.5 bath units. Two (2) of the buildings are The remaining building townhouses, one (1) of which contains one (1) 2-bedroom/1.5 bath unit. and one (1) of which contains one (1) 3-bedroom/1.5 bath unit. The buildings are wood frame construction with poured concrete foundation, cement fiber/lap and panel siding with plywood, and composition roofing. The locations of the buildings are as shown in the plans, which are made a part of this Declaration as if fully set forth herein. 4.1.2. Phase Two. Phase Two of tThe Condominium consists of thirteen (13) units located in five

(5) buildings as follows: Two (2) of the buildings (Bldg. J and M) are three-story Amended & Restated Declaration, V.6 Redline of 2 20(levels), without basement, and contain three (3) units each. One (1) unit is a townhouse design with three levels. The other two (2) units are single-story with one unit located on the first level and the second unit located above on the second level and a utility area on the third level. One (1) building (Bldg. L) is a two-story (levels), without basement, and contains four (4) units. All of the units are single-story. Two (2) units are located on the first level. The other two (2) units are located above on the second level. One (1) building (Bldg. K) is two-story (levels), with basement, and contains two (2) units. The units are single-story with one (1) unit located on the first level and the second unit located above on the second level. The basement area is a common element with a utility area for the units above. One (1) building (Bldg. N) is threetwo-story (levels), without basement, and contains one (1) unit. The buildings are wood frame construction with poured concrete foundations, cement fiber/lap panel siding with plywood and composition roofing.

4.2. General Description, Location, and Designation of Units. The designation, location, and area in square feet of each residential unit are shown on the attached Exhibit B and on the Plat. Residential units consist of twentysevenfourteen (2714) units. NOTICE: THE SQURE FOOTAGES STATED IN THIS DECLARATION AND THE PLAT ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THIS DECLARATION AND MAY VARY FROM THE SQUARE FOOTAGES CALCULATED FOR OTHER PURPOSES.

4.3. Unit Boundaries. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, and ceilings. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of its finished surfaces and the interior surfaces so described except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the condominium. All other portions of the exterior walls (including the space between the unfinished surfaces of the interior sheetrock and the exterior sheathing), floors or ceilings and interior load bearing Amended & Restated Declaration, V.6 Redline of 3 20partitions shall be a part of the common elements. In addition, each unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior and interior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; and (b) all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal, within the boundaries of the unit including any part of such lines or ducts themselves.

4.4. Boundary Interpretation. In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the plansplat and those of the actual building or buildings.

5. General Common Elements The general common elements consist of the following:

5.1. The land, pathways, driveways, parking spaces, bike storage areas, fences, and grounds.

5.2. Pipes, ducts, flues, chutes, conduits, wires, and other utility installations to their outlets located within the Units.s.

5.3. Roofs, foundations, bearing walls, perimeter walls, beams, columns, and girders to the interior surfaces thereof.

5.4. All other elements of the buildings and the property necessary or convenient to their existence, maintenance, and safety, or normally in common use except as may be expressly designated herein as part of a unit or a limited

common element., Amended & Restated Declaration, V.6 Redline of 4 206. 7. Responsibility for Maintenance. The necessary work to maintain, repair, or replace the general common elements, as well as trees and other landscape improvements designated by the Board of Directors, and the necessary work to maintain, repair, or replace the limited common element front porches and stairways, shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. The necessary work to maintain, repair, or replace the limited common element yards (excluding trees and other landscape improvements designated by the Board of Directors as the responsibility of the Association), private decks, patios, and storage areas shall be the responsibility of the unit owners to which such limited common elements appertain, subject to applicable provisions in the Bylaws. The Association will have no responsibility to maintain, repair or replace any part or all of the landscape sprinkling systems located within the general common elements.

Limited Common Elements

7.1. The following shall constitute limited common elements, the use of which shall be restricted to the unit to which it pertains: Yard areas appurtenant to the units which they adjoin as designated on the plat, which areas include private decks, patios, porches, storage areas, and outside stairways, except for the exterior surfaces thereof, which are accessible from the units to which they adjoin only.

7.2. Regarding Phase Two, the following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

7.2.1. Private patios and entrance porches (adjacent to units located on the first and second levels), except for the exterior surfaces thereof, as shown on the Plans shall be limited common elements, each of which shall pertain to the unit which it adjoins. Any out-of-unit storage areas located within an entrance porch shall be a limited common element pertaining to the adjoining unit.

7.2.2. Yard areas designated Y-1 through Y-10 as shown on the Plans shall be limited common elements pertaining to the unit or units shown and in the allocations stated in Exhibit "C."

7.2.3. Utility areas designated U-J through U-M as shown on the Plans shall be limited common elements pertaining to the units shown and in the allocation stated in Exhibit "C."

Each Amended & Restated Declaration, V.6 Redline of 5 20unit shall have the right to install and maintain a water heater in the limited common element utility area pertaining to such unit. Any such water heater shall be considered personal property for the purpose of this Declaration.

7.2.4. Stairways, except for the exterior surfaces thereof, that provide access to Units 17, 19, and 25 as shown on the Plans shall be limited common elements pertaining exclusively to each such unit.

7.2.5. The stairway, except for the exterior surface thereof, that provides access to Units 21 and 23 as shown on the Plans shall be a limited common element pertaining equally to such units.

8. 9. Undivided Interest In Common Elements

8.1. Each unit will be entitled to an undivided ownership interest in the common elements as shown in Exhibits "B," "C," and "D." determined by and equal to the ratios calculated for residential units. The undivided interest allocation for each unit is shown on the attached Exhibit "C" and is based on a weighted formula: 30% equally to all units, 15% based on the relative declared value of units as stated in Exhibit C which will not be affected by actual sales prices of units, and 55% based on the approximate square footage of each unit as a percentage of the total square footage of all units.

Common Profits and Expenses; Voting

9.1. Allocation of Common Profits and Expenses. The common profits derived from and the common expenses of the common elements (with the exception of certain limited common element expenses that are the responsibility of specific unit owners as provided in Section 6 13.4) shall be distributed and charged to the owner of each unit according to the allocation of undivided interest of such

unit in the common elements; provided, however, that the common water, garbage, and sewer charges may be allocated and charged to unit owners/occupants on a per capita (per person) basis if determined to be appropriate by the Board of Directors of the Association.

9.2. Covenant of Contribution. No owner of a unit may exempt themselves from liability for their contribution toward the common expenses by a waiver of the use of, or enjoyment of, any of the common elements, or by abandonment of their unit. Amended & Restated Declaration, V.6 Redline of 6 209.3. Allocation of Voting Rights. Each residential unit shall be allocated twoone (12) votes in the affairs of the Association, subject to the voting provisions set forth in the Bylaws. 10. Use of Property 10.1. Residential Use. Each unit is to be used for residential purposes as described in the Bylaws, except that the Association's Board of Directors may adopt rules and regulations permitting residential units to be used for limited business purposes, subject to applicable governmental regulations. Additional limitations on use are contained in the Bylaws by which all owners are bound. 10.2. Right of Ingress and Egress. Each Unit owner has a perpetual right of ingress and egress to and from the owner's Unit. This right passes to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law. Any attempt to transfer voluntarily or involuntarily any common-element ownership interest separately from the transfer of the Unit to which the interest pertains is void. /her 10.3. Rules and Regulations. The Board of Directors has authority from time to time to promulgate rules and regulations sedss as described in the Bylaws. 11. 12. Service of Process 11.1. The designated agent to receive service of process in cases providedset forth in ORS 100.550(1) iswill be named in the Condominium Information Report, which has beenwill be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1)(a). The Association of Unit Owners 12.1. Organization. Upon the recording of this Declaration, an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management, and operation of the Condominium. The name of this Association shall be the "Cascadia Commons Condominium Community Homeowners Association" (herein "Association"), and the Association shall be an incorporated association pursuant to the Oregon Nonprofit Corporation Act. 12.2. Membership; Board of Directors. Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by the members and the Board of Directors as provided in the Bylaws. Amended & Restated Declaration, V.6 Redline of 7 2012.3. Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act; including each of the powers set forth in ORS 100.405(4); together with such additional powers and duties afforded by this Declaration or the Bylaws. 12.4. Adoption of the Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and filing of this Declaration, the Declarant shall adopt Bylaws for the Association. At the same time, the Declarant will appoint an interim Board of Directors of the Association, which Directors shall serve until their successors have been elected at the turnover meeting as provided in the Bylaws. Such interim Board of Directors may appoint a manager or managing agent for the Condominium on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Condominium from the date of its formation at the expense of the Association. 12.5. Any management, service, or employment agreement entered into prior to the turnover meeting which is made directly by or on behalf of the Association, the Board of Directors, or the unit owners shall be for a term not in excess of

three (3) years, and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice given not more than sixty (60) days after the turnover meeting required by ORS 100.210. 13. Rights of Mortgagees In addition to any other approvals required by the Oregon Condominium Act, this Declaration, or the Bylaws, the prior written approval of seventy-five percent (75%) of the holders of first mortgages of units in the Condominium (based upon one vote for each mortgage owned) must be obtained for the following: In the event of a conflict between this Section 13 and other provisions of this Declaration, the provisions of this Section 13 will prevail:

13.1. Notice of Action. Upon the written request of a mortgagee or mortgage insurer or guarantor to the Association, identifying the name and address of the Mortgagee, insurer, or guarantor and the number or address of the Unit on which a Mortgage has been placed, the Mortgagee, insurer, or guarantor is entitled to timely notice of the following: 13.1.1. Any condemnation loss or casualty loss that affects either a Amended & Restated Declaration, V.6 Redline of 8 20material portion of the Condominium or any unit securing its Mortgage; 13.1.2. Any 60-day delinquency in the payment of assessments or charges owed by an owner of any Unit on which it holds a Mortgage; 13.1.3. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and 13.1.4. Any proposed action that would require the consent of a specified percentage of eligible Mortgagees. 13.2. Mortgagee Exempt from Certain Restrictions. Any Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, is exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including, but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the Unit. However, Mortgagees are not exempt from the restriction that Units cannot be rented for periods of less than 30 days. 13.3. Subordination of Association Lien to Mortgage; Discharge of Lien upon Foreclosure. Except as otherwise provided by law, the lien of the Association is subordinate to any first Mortgage. Subject to the procedural requirements of the Oregon Condominium Act, any first Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, takes the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue before the Mortgagee or purchaser comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units, including the mortgaged Unit). 13.4. Consent of Mortgagees to Change Percentage Ownership in Common Elements. The Unit owners may not reallocate the percentage of interest in the common elements attributable to any Unit without the prior written approval of first Mortgagees that represent at least 51 percent of the votes of mortgaged Units with respect to which the percentage of ownership is proposed to be altered. Nothing in this Section will be construed to give the owners, the Association, or the Board of Directors any specific authority to alter the percentage of ownership, and, if any attempt is made to do so, full compliance will be made with the Declaration, the Articles of Incorporation, Amended & Restated Declaration, V.6 Redline of 9 20the Bylaws, and the Oregon Condominium Act. 13.5. Consent of Mortgagees Required to Terminate Project. Except with respect to termination of the Condominium as a result of destruction, damage, or condemnation, any termination of the Condominium requires the written approval of first Mortgagees that represent at least 67 percent of the votes of mortgaged Units in the Condominium.

However, consent will be deemed given if a Mortgagee does not object in writing within 60 days after notice of the proposed termination. Additionally, any such terminations will be carried out by the owners pursuant to provisions of the Declaration, Articles of Incorporation, the Bylaws, and the Oregon Condominium Act and will be carried out only after vote of the owners, as provided in those provisions.

13.6. Limited Right of Amendment. Except upon the written approval of first Mortgagees that represent at least 51 percent of the votes of Mortgaged Units in the Condominium, no amendment that adds to or amends any material provision that establishes, provides for, governs, or regulates any of the following may be made to the Declaration or the Bylaws: The abandonment, termination, or removal of the property from the provisions of the Oregon Condominium Act, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; The partition or subdivision of any unit or of the common elements; Any material amendment to this Declaration or the Bylaws. A change to the following would be considered as material:

13.6.1. The partition or subdivision of any Unit or of the common elements; 13.6.2. Voting rights; 13.6.3. Assessments, assessment liens, or the priority of assessment liens; 13.6.4. Reductions in reserves for maintenance, repair, and replacement of common elements; 13.6.5. Responsibility for maintenance and repairs; 13.6.6. Reallocation of interests in the general or limited common Amended & Restated Declaration, V.6 Redline of 10 20elements or rights to their use; 13.6.7. Redefinition of any Uunit boundaries; 13.6.8. Convertibility of Uunits into common elements or vice versa; 13.6.9. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project; 13.6.10. Insurance or fidelity bond; 13.6.11. Leasing of units; 13.6.12. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit; 13.6.13. A decision by the Association to establish selfmanagement when professional management had been required previously by the project's documents or by an eligible mortgage holder; 13.6.14. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws; 13.6.15. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or 13.6.16. Any provisions that expressly benefit mortgage holders, insurers, or guarantors; 13.6.17. Abandonment, encumbrance, sale, or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or 13.6.18. Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for anything other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Amended & Restated Declaration, V.6 Redline 11 of 20Condominium; or 13.6.19. The abandonment, termination, or removal of the property from the provisions of the Oregon Condominium Act, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.;

13.7. Abandonment, encumbrance, sale, or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for other than the repair, replacement, or reconstruction of such

improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Condominium. 13.8. In addition to the approvals required in Section 13.16, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights: 13.8.1. Right to Examine Books and Records. All Unit owners, lenders, and Mortgagees shall have the right to examine the books, and records, financial statements, the Declaration, the Bylaws, the Articles of Incorporation, and other rules concerning the Condominium, of the Association, or the Condominium property upon reasonable notice and at reasonable times. The Association has the right to impose a reasonable charge for any copies requested by owners, lenders, or Mortgagees. 13.8.2. Right to Annual Reports. All mortgagees shall, upon request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. 13.8.3. Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon request, written notice of all meetings of the Association, and each mortgagee shall be permitted to designate a representative to attend all such meetings. Amended & Restated Declaration, V.6 Redline of 12 2013.8.4. Notice in Event of Loss or a Taking. The Association shall give all mortgagees written notice of any loss to, or taking of, the common elements of the Condominium project, or a unit in the Condominium project if such loss or taking exceeds \$10,000 with respect to the common elements, or \$1,000 with respect to any unit. 13.8.5. Merge with Successor Condominium Regime. The Condominium may not be amended or merged with a successor condominium regime without prior written approval of the Secretary for the Department of Veterans Affairs. 13.9. Request for Approval of Mortgagees. Any Mortgagee that receives a written request to approve additions or amendments to the Declaration or the Bylaws, or any other action to be taken by the Board of Directors, Association, or Unit owners will be considered to have given approval unless the Mortgagee delivers or posts a negative response within 60 days after receipt of the request. 13.10. Proxy Held by Mortgagee in Certain Cases. If a Mortgagee reasonably believes that the Association has failed to maintain the common elements so as to prevent excessive wear and tear, the Mortgagee may attend a meeting of the Association and may cast the vote of the Mortgagor of the Unit on which the Mortgagee holds the mortgage if the proposal under consideration concerns painting or otherwise maintaining the common elements, including imposing special assessments necessary to pay for such maintenance. However, this right only arises in the event the Mortgagee reasonably believes the Association has failed to maintain the common elements in sufficient manner so as to prevent excessive wear and tear. 14. Easements, Similar Interests, and Encroachments. General Covenants 14.1. Easements for the Association Declarant. The Association and its Declarant and the Declarant's agents, successors, and assigns shall have an easement over and upon the common elements for the purpose of completing or making repairs to existing structures. 14.2. Right of Entry. A unit owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, or any other person authorized by the Board of Directors, in the case of any emergency originating in or threatening her/his unit or other Condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter her/his unit for the purpose of Amended & Restated Declaration, V.6 Redline of 13 20 performing installations, alterations, or repairs to any common element provided that requests for entry are made in advance and such entry is at a time convenient to the owner. 14.3. Encroachments. 14.3.1. Pursuant to ORS 100.520, each unit and all common elements shall have an easement over all adjoining units and common

elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in subsection 2 of this section, the rights and obligations of owners shall not be altered in any way by the encroachment.

14.3.2. The easement described under subsection 1 of this section does not relieve a unit owner of liability in case of willful misconduct of a unit owner or relieve a declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.

14.3.3. The encroachments described in subsection 1 of this section shall not be construed to be encumbrances affecting the marketability of title to any unit.

Responsibility for Maintenance. The necessary work to maintain, repair, or replace the general common elements, as well as trees and other landscape improvements designated by the Board of Directors, and the necessary work to maintain, repair, or replace the limited common element front porches and stairways shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. The necessary work to maintain, repair, or replace the limited common element yards (excluding trees and other landscape improvements designated by the Board of Directors as the responsibility of the Association), private decks, patios, and storage areas shall be the responsibility of the unit owners to which such limited common elements appertain, subject to applicable provisions in the Bylaws. The Association will have no responsibility to maintain, repair or replace any part or all of the landscape sprinkling systems located within the general common elements.

Amended & Restated Declaration, V.6 Redline 14 of 20 Covenant of Contribution.

No owner of a unit may exempt herself/ himself from liability for her/his contribution toward the common expenses by a waiver of the use of, or enjoyment of any of the common elements, or by abandonment of her/his unit.

Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, subject to any applicable dispute resolution provisions in the Bylaws. Notwithstanding anything in this Declaration or the Bylaws to the contrary, the Association or any owner shall have the right to apply for an immediate injunction or other equitable relief from a court of competent jurisdiction in emergency circumstances. 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.

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

14.4. Authority to Grant Easements, Rights-Of-Way, Licenses, and Other Similar Interests. Pursuant to ORS 100.405(65), the Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and other similar interests affecting the general common elements and consent to vacation of roadways within and adjacent to the Condominium. An instrument granting any such interest or vacating any such roadway will be executed by the chairperson and secretary of the Association, will be acknowledged in the manner provided for acknowledgement of such instruments by those officers, and will state that the grant was approved by the minimum required vote of the owners or Board of Directors as required by ORS 100.405(6). The granting of a lease in excess of one (1) year or any such

other interest or consent shall first be approved by at least seventy-five percent (75%) of the unit owners. A lease of general common elements for a term of one (1) year or less shall not be considered the granting of an interest for which approval is required under this section. The instrument granting any such interest or consent shall be executed by the chair and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers, and shall state that such grant or consent was approved by at least seventy-five percent (75%) of the unit owners. Amended & Restated Declaration, V.6 Redline of 15 2014.5. Open Space Easement. There shall be an open space easement, pursuant to Section 405 of the Washington County Community Development Code, for the benefit of the condominium unit owners, as delineated on the plat, consisting of the drainage hazard area, wetlands and associated riparian areas; and the Condominium property shall be subject to restrictions regarding any and all future development activities that can be conducted, or can be permitted or suffered to be conducted, within protected areas unless otherwise permitted by appropriate municipal authorities.

14.6. Access Easement to Utility Areas. The following units shall have an easement for access over the limited common element stairways and entrance porches indicated to the limited common element utility areas that pertain to such units as shown in Exhibit "C" and in the Plans:

14.6.1. Units 15 and 16 shall have an easement over the limited common element stairway and entrance porch reserved for the exclusive use of Unit 17 for the purpose of access to the limited common element utility area designated U-J. Unit 17 shall have an easement over the limited common element entrance porches reserved for the exclusive use of Units 15 and 16, respectively, for purpose of access to the limited common element stairway for the exclusive use of Unit 17.

14.6.2. Units 24 and 26 shall have an easement over the limited common element stairway and entrance porch reserved for the exclusive use of Unit 25 for the purpose of access to limited common element utility areas designated U-M. Unit 25 shall have an easement over the limited common element entrance porches reserved for the exclusive use of Units 24 and 26, respectively, for purpose of access to the limited common elements stairway for the exclusive use of Unit 25.

14.6.3. Units 20 and 22 shall have an easement over the limited common element stairway reserved for equal use of Units 21 and 23 and the limited common element entrance porches pertaining to each such unit for the purpose of access to the limited common element utility area designated U-L. Units 21 and 23 shall have an easement over the limited common element entrance porches of Units 20 and 22, respectively, for the purpose of access to the limited common element stairway for the exclusive use of Units 21 and 23.

Amended & Restated Declaration, V.6 Redline of 16

20 Leasing and Rentals. Unless otherwise authorized by the Board of Directors, no owner of a unit may lease or rent his unit, or any portion thereof, for a period of less than thirty (30) days, except that an owner may collect rent or share expenses with housemates. 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 this Declaration and the Bylaws of the Association, 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 such documents or the rules and regulations adopted by the Board of Directors, the Board may require the owner to terminate such lease agreement. No owner of a unit shall lease or rent her/his unit until a copy of the lease agreement is delivered to the Association and the Association determines that the proposed lessees or tenants will meet the existing responsibilities for owners or other

occupants of units pursuant to rules and regulations adopted by the Board of Directors. Each unit owner is responsible for providing prospective lessees or tenants of the owner=s unit with a copy of the current Declaration, Bylaws, and rules and regulations of the Association.

15. 16. Declarant Control 15.1. The Declarant shall assume full administrative control through an appointed interim Board of Directors, which shall serve until the turnover meeting, which shall be held within ninety (90) days from seven (7) years from the date of conveyance of the first unit to a person other than the Declarant or within ninety (90) days from the time Declarant has sold and conveyed seventy-five percent (75%) of the total number of units that the Declarant may submit to the provisions of ORS Chapter 100 under ORS 100.150, whichever is earlier. Plan of Development 16.1. Reservation of Rights. The Declarant reserves the rights provided under ORS 100.150(1) without limitation. The entirety of the variable property is nonwithdrawable and is, therefore, limited to possible reclassification, but is not withdrawable. 16.2. Description. The variable property within the Condominium is described on the attached Exhibit D, incorporated herein as if set forth in full. 16.3. Termination Date. The rights reserved under ORS 100.150(1) shall terminate seven (7) years from the date of recording of the conveyance of the first unit in the Condominium to a person other than the Declarant. Recording shall be in the county in which the property is located. Amended & Restated Declaration, V.6 Redline 17 of 2016.4. Number of Units. The number of units that may be created in the Condominium is fourteen (14) in the first stage and, if completed, twelve (12) additional units in the second stage. 16.5. Allocation of Undivided Interest. Each unit will be entitled to an undivided ownership interest in the common elements determined as provided in Article VII hereof. 16.6. Proposed Improvements. Currently, the nonwithdrawable variable property is unimproved except for the presence of a partially constructed residential building (adjacent to Unit No. 5). Following completion of the first stage of development that will include fourteen (14) residential units, Declarant contemplates the possibility of improvement with the construction of thirteen (13) additional residential units. Additional common elements are contemplated, including but not limited to similar general and limited common elements as those set forth in Articles V and VI of this Declaration. It is likely that the proposed improvements will increase the proportionate amount of common expenses payable by existing unit owners. 16.7. Variable Property Limited Common Elements. The Declarant reserves the right to create limited common elements within the variable property. Such limited common elements may include, but not be limited to, private decks, patios, front porches, storage areas, yards, and stairways. Nonwithdrawable Property. The variable property may not be withdrawn from the condominium. The plat shall show the location and dimensions of all such property and shall be labeled A NONWITHDRAWABLE VARIABLE PROPERTY. The legal description of this property may be found in Section 15.2 above. If, by the termination date, all or a portion of the variable property designated as A nonwithdrawable variable property@ has not been reclassified, such property shall automatically be reclassified as of such date as a general common element of the condominium and any interest in such property held for security purposes shall be automatically extinguished by such classification. Notwithstanding the termination date, the Association may, with respect to any variable property automatically reclassified, exercise any rights previously held by the Declarant. The exercise of any right shall first be approved by at least a majority of all voting rights. All other actions relating to such reclassified general common elements shall be regulated and governed in like manner as other general common elements of the condominium. If a

Supplemental Declaration and plat is required for any action, the plat shall be executed by the chair and secretary of the Association and shall comply with requirements of the Oregon Condominium Act as to a Supplemental Declaration and the recording of plats. Amended & Restated Declaration, V.6 Redline of 18 2015. Amendment 15.1. Approval Required. Except as may be otherwise provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding seventy-five percent (75%) of the voting rights of the Condominium. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses or right to common profit, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. 15.2. Execution and Recordation. An amendment shall not be effective until certified by the chair and secretary of the Association, approved by the Washington County Tax Assessor and the Real Estate Commissioner, if required by the Oregon Condominium Act, and recorded as required by law. 16. General Provisions. 16.1. Interpretation. The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, Articles of Incorporation, or the Bylaws will be interpreted in accordance with and governed by the laws of the State of Oregon. 16.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect. 16.3. Waiver of Rights. The failure of the Association, the Board of Directors, an officer, or a Unit owner to enforce any right, provision, covenant, or condition provided in the Declaration, Articles of Incorporation, or the Bylaws does not constitute a waiver of the right of any such party to enforce the right, provision, covenant, or condition in the future. 16.4. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, subject to any applicable dispute resolution provisions in the Bylaws. Notwithstanding anything in this Declaration or the Bylaws to the contrary, the Association or any owner shall have the right to apply for an immediate injunction or other equitable relief from a court of competent jurisdiction in emergency circumstances. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall Amended & Restated Declaration, V.6 Redline of 19 20in no event be deemed a waiver of the right to do so thereafter. 16.5. Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), Articles of Incorporation, rules and regulations adopted under the Bylaws, or the Oregon Condominium Act, the prevailing party is entitled to recover the costs of the proceedings and such reasonable attorney fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association is entitled to recover costs and attorney fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Bylaws, or any rules or regulations promulgated thereunder, whether or not any action or suit is filed. 16.6. Compliance. Each Unit owner shall comply with the provisions of the Declaration, Articles of Incorporation, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure to comply therewith is grounds for suit or action, maintainable by the Association or any unit owner, in addition to other sanctions that may

be provided by the Bylaws or by any existing administrative rules and regulations. 16.7. Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and any administrative rules and regulations, the provisions of the Declaration are paramount to those of the Aarticles, Bylaws, and the rules and regulations; the provisions of the Articles are paramount to the Bylaws and the rules and regulations; and the provisions of the Bylaws are paramount to the rules and regulations. For purposes of this Section, the term "Declaration" includes all amendments to this Declaration, and the term "Bylaws" includes all amendments to the Bylaws. 16.8. Section and Paragraph Captions. Section and paragraph captions will not be deemed to be a part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular will be taken to mean and to include the plural, and, generally, all grammatical changes will be made, assumed, and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representatives, trustees, and corporations. Amended & Restated Declaration, V.6 Redline of