

AMENDED DECLARATION
FOR
CONDOMINIUM OWNERSHIP

BOOK 162 PAGE 834

WHEREAS, Club Estates East Condominium, an Association of Owners owns certain real property herein described; and

WHEREAS, there is an eighty(80) unit multifamily structure known as CLUB ESTATES EAST, said structure having been constructed in accordance with plans and specifications prepared by Don Byers, a registered architect, said plans being on record in the County of Multnomah, State of Oregon, FHA Project No. 126-35010, and consisting of Drawings numbered 1 - 58, inclusive and Specifications, Sheets 1 - 10, inclusive; General Conditions, Pages 11 - 47, inclusive.

WHEREAS, Club Estates East Condominium establishes by this amended declaration a plan for the individual ownership of the real property consisting of the area or space contained in each of the apartment units in said multifamily structures, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "General Common Elements".

NOW, THEREFORE, Club Estates East Condominium, Association of Owners, owner of the following described property, to-wit:

A tract of land in the northwest quarter of Section 2, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at a monument marking the quarter section corner common to Sections 2 and 3, Township 1 South, Range 2 East of the Willamette Meridian; thence northerly along the section line common to said Sections 2 and 3, a distance of 661.01 feet to a point; thence north 89° 19' 30" east, 45.0 feet to a point located in the easterly line of S.E. 122nd Avenue, as now existing, and its intersection with the northerly line of "Specht Acres", a subdivision filed for record in the office of the County Clerk of Multnomah County; thence along the said easterly line of S.E. 122nd Avenue, north 0° 37' 00" west, 331.37 feet to the point of beginning of the herein described tract of land; thence north 89° 22' 30" east, 100 feet; thence south 0° 37' 00" east, 65 feet; then south 76° 50' east, 20.6 feet; thence south 0° 37' 00" east, 110 feet; thence north 89° 19' 30" east, 20 feet; thence south 0° 47' 30" west, 151.12 feet; thence north 89° 19' 30" east, 1136.50 feet; thence north 0° 20' 30" west, 336.35 feet; south 89° 22' 30" west, 1275.09 feet; thence south 0° 37' 00" east, 6.08 feet to the point of beginning. TOGETHER with an easement for right-of-way and road purposes over and across a tract of land located in the Northwest quarter of Section 2, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at a monument marking the quarter section corner common to Section 2 and 3, Township 1 South, Range 2 East of the Willamette Meridian; thence northerly along the section line common to said Sections 2 and 3, a distance of 661.01 feet to a point; thence north 89° 19' 30" east, 45.0 feet to a point located in the easterly line of S.E. 122nd Avenue, as now existing and its intersection with the northerly line of "Specht Acres", a subdivision filed for record in the office of the County Clerk of Multnomah County; thence along the said easterly line of S.E. 122nd Avenue, north 0° 37' 00" west, 331.37 feet to the true point of beginning; thence north 89° 22' 30" east 100.0 feet; thence south 0° 37' 00" east, 50.0 feet; thence south 89° 22' 30" west, 100.0 feet to the easterly line of S.E. 122nd Avenue; thence north 0° 37' 00" west 50.0 feet to the true point of beginning.

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EXCEPTING therefrom for public street purposes only, the following described property: Commencing at an iron pipe located in the easterly line of S.E. 127th Avenue, as now dedicated, which point is further described as being located north 89° 22' 30" east, 25.0 feet from the southeast corner of Lot 18 of said "Janet Addition"; thence south 0° 20' 30" east 96.35 feet to the point of beginning of the herein described parcel of land; thence south 0° 20' 30" east, 240.0 feet to its point of intersection with the northerly line of "Specht Acres", projected easterly; thence south 89° 19' 30" west 25.0 feet to an iron pipe; thence north 0° 20' 30" west, 240.0 feet to an iron pipe; north 89° 19' 30" east 25.0 feet to the true place of beginning.-----

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of an 80-unit multifamily project, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on Club Estates East Condominium, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

- A. Said Club Estates East Condominium, in order to establish a plan of condominium ownership pursuant to the Oregon Unit Ownership Law for the above-described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:
1. The eighty (80) separately designated and legally described freehold estates consisting of the spaces or areas, contained in the perimeter walls of each of the eighty (80) apartment units in said multifamily structures constructed on said property, said spaces being defined, and referred to herein, as "apartment spaces". The eighty (80) apartment spaces contained within twenty-one (21) one-story, non-basement structures of wood frame construction with cedar shake roofs and wood siding. Apartment spaces designated "A" have an approximately area of 768 square feet; "B" units have an approximate area of 962 square feet, and "C" units have an approximate area of 1140 square feet.
 2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "general common elements" which definition includes the multifamily structures and the property upon which it is located, and specifically includes, but is not limited to, the land, roofs, main walls, floors, slabs, staircases, lobbies, halls, carports, parking spaces, storage spaces, community facilities, swimming pool, pumps, water tank, trees, pavement, terraces, pipes, wires, conduits, air conditioners and ducts, and/or all utility facilities external to apartment spaces. General common elements do not include those elements hereinafter described as limited common elements.
- B. For the purpose of this declaration, the ownership of each "apartment space" shall include the respective undivided interest in the general common elements and facilities specified and established in "E" hereof, and each "apartment space" together with the undivided interest is defined and hereinafter referred to as "family unit".
- C. A portion of the "general common elements" is hereby set aside and allocated for the restricted use of the respective "apartment space", as is hereinafter designed, and as shown on survey and floor plans attached hereto, and said areas shall be known as "limited common elements".

- D. The eighty (80) individual "family units" hereby established and which shall be individually conveyed are described as follows: Family units:

C-1	B-11	B-21	C-31	C-41	B-51	B-61	C-71
C-2	A-12	B-22	A-32	C-42	B-52	B-62	B-72
B-3	B-13	B-23	B-33	B-43	C-53	B-63	B-73
B-4	B-14	B-24	B-34	B-44	A-54	A-64	B-74
B-5	B-15	A-25	B-35	B-45	A-55	C-65	B-75
B-6	B-16	B-26	B-36	B-46	B-56	C-66	B-76
B-7	C-17	B-27	C-37	A-47	B-57	C-67	B-77
B-8	C-18	B-28	C-38	C-48	B-58	B-68	B-78
B-9	A-19	B-29	C-39	B-49	B-59	B-69	B-79
B-10	B-20	B-30	C-40	B-50	B-60	B-70	B-80

All in Club Estates East, County of Multnomah and State of Oregon

- E. The undivided interest in the "general common elements" hereby established and which shall be conveyed with each respective "family unit" is as follows:

Each "A" unit will be conveyed 1.0503% undivided interest in the general common element.

Each "B" unit will be conveyed 1.2276% undivided interest in the general common element.

Each "C" unit will be conveyed 1.4164% undivided interest in the general common element.

The letters A, B and C refer to the letters preceding the unit numbers in Paragraph D above. The above respective undivided interests established and to be conveyed with the respective "family units" as indicated above, cannot be changed, and said Club Estates East Condominium, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "general common elements" and the fee titles to the respective "family units" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "family unit" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "family unit".

- F. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "general common elements" will be based on the percentage of the total monthly assessments charged to each unit as of January 1, 1982, rounded to the nearest dollar. The percentage of the total monthly assessments charged to the various units, as of January 1, 1982, is as follows:

- (a) A Units - 1 Bedroom - 1.11%
- (b) B Units - 2 Bedrooms - 1.24%
- (c) C Units - 3 Bedrooms - 1.36%

Voting interest: Each family unit shall have one vote.

- G. The "limited common elements" allocated for the restricted uses of the respective "family units" are as follows and are further described, located, and shown on survey and floor plans attached hereto.

LIMITED COMMON ELEMENTS

FAMILY UNIT NUMBER	Each family unit includes the Patio area, the Carport, and the Parking Space set opposite the family unit number.
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C-1	Patio Area No. T-1	Carport No. G-1	Parking Space No. P-1
C-2	Patio Area No. T-2	Carport No. G-2	Parking Space No. P-2
B-3	Patio Area No. T-3	Carport No. G-3	Parking Space No. P-3
B-4	Patio Area No. T-4	Carport No. G-4	Parking Space No. P-4

B-5	Patio Area No. T-5	Carport No. G-5	Parking Space No. P-5
B-6	Patio Area No. T-6	Carport No. G-6	Parking Space No. P-6
B-7	Patio Area No. T-7	Carport No. G-7	Parking Space No. P-7
B-8	Patio Area No. T-8	Carport No. G-8	Parking Space No. P-8
B-9	Patio Area No. T-9	Carport No. G-9	Parking Space No. P-9
B-10	Patio Area No. T-10	Carport No. G-10	Parking Space No. P-10
B-11	Patio Area No. T-11	Carport No. G-11	Parking Space No. P-11
A-12	Patio Area No. T-12	Carport No. G-12	Parking Space No. P-12
B-13	Patio Area No. T-13	Carport No. G-13	Parking Space No. P-13
B-14	Patio Area No. T-14	Carport No. G-14	Parking Space No. P-14
B-15	Patio Area No. T-15	Carport No. G-15	Parking Space No. P-15
B-16	Patio Area No. T-16	Carport No. G-16	Parking Space No. P-16
C-17	Patio Area No. T-17	Carport No. G-17	Parking Space No. P-17
C-18	Patio Area No. T-18	Carport No. G-18	Parking Space No. P-18
A-19	Patio Area No. T-19	Carport No. G-19	Parking Space No. P-19
B-20	Patio Area No. T-20	Carport No. G-20	Parking Space No. P-20
B-21	Patio Area No. T-21	Carport No. G-21	Parking Space No. P-21
B-22	Patio Area No. T-22	Carport No. G-22	Parking Space No. P-22
B-23	Patio Area No. T-23	Carport No. G-23	Parking Space No. P-23
B-24	Patio Area No. T-24	Carport No. G-24	Parking Space No. P-24
A-25	Patio Area No. T-25	Carport No. G-25	Parking Space No. P-25
B-26	Patio Area No. T-26	Carport No. G-26	Parking Space No. P-26
B-27	Patio Area No. T-27	Carport No. G-27	Parking Space No. P-27
B-28	Patio Area No. T-28	Carport No. G-28	Parking Space No. P-28
B-29	Patio Area No. T-29	Carport No. G-29	Parking Space No. P-29
B-30	Patio Area No. T-30	Carport No. G-30	Parking Space No. P-30
C-31	Patio Area No. T-31	Carport No. G-31	Parking Space No. P-31
A-32	Patio Area No. T-32	Carport No. G-32	Parking Space No. P-32
B-33	Patio Area No. T-33	Carport No. G-33	Parking Space No. P-33
B-34	Patio Area No. T-34	Carport No. G-34	Parking Space No. P-34
B-35	Patio Area No. T-35	Carport No. G-35	Parking Space No. P-35
B-36	Patio Area No. T-36	Carport No. G-36	Parking Space No. P-36
C-37	Patio Area No. T-37	Carport No. G-37	Parking Space No. P-37
C-38	Patio Area No. T-38	Carport No. G-38	Parking Space No. P-38
C-39	Patio Area No. T-39	Carport No. G-39	Parking Space No. P-39
C-40	Patio Area No. T-40	Carport No. G-40	Parking Space No. P-40
C-41	Patio Area No. T-41	Carport No. G-41	Parking Space No. P-41
C-42	Patio Area No. T-42	Carport No. G-42	Parking Space No. P-42
B-43	Patio Area No. T-43	Carport No. G-43	Parking Space No. P-43
B-44	Patio Area No. T-44	Carport No. G-44	Parking Space No. P-44
B-45	Patio Area No. T-45	Carport No. G-45	Parking Space No. P-45
B-46	Patio Area No. T-46	Carport No. G-46	Parking Space No. P-46
A-47	Patio Area No. T-47	Carport No. G-47	Parking Space No. P-47
C-48	Patio Area No. T-48	Carport No. G-48	Parking Space No. P-48
B-49	Patio Area No. T-49	Carport No. G-49	Parking Space No. P-49
B-50	Patio Area No. T-50	Carport No. G-50	Parking Space No. P-50
B-51	Patio Area No. T-51	Carport No. G-51	Parking Space No. P-51
B-52	Patio Area No. T-52	Carport No. G-52	Parking Space No. P-52
C-53	Patio Area No. T-53	Carport No. G-53	Parking Space No. P-53
A-54	Patio Area No. T-54	Carport No. G-54	Parking Space No. P-54
A-55	Patio Area No. T-55	Carport No. G-55	Parking Space No. P-55
B-56	Patio Area No. T-56	Carport No. G-56	Parking Space No. P-56
B-57	Patio Area No. T-57	Carport No. G-57	Parking Space No. P-57
B-58	Patio Area No. T-58	Carport No. G-58	Parking Space No. P-58
B-59	Patio Area No. T-59	Carport No. G-59	Parking Space No. P-59
B-60	Patio Area No. T-60	Carport No. G-60	Parking Space No. P-60
B-61	Patio Area No. T-61	Carport No. G-61	Parking Space No. P-61
B-62	Patio Area No. T-62	Carport No. G-62	Parking Space No. P-62
B-63	Patio Area No. T-63	Carport No. G-63	Parking Space No. P-63
A-64	Patio Area No. T-64	Carport No. G-64	Parking Space No. P-64
C-65	Patio Area No. T-65	Carport No. G-65	Parking Space No. P-65
C-66	Patio Area No. T-66	Carport No. G-66	Parking Space No. P-66
C-67	Patio Area No. T-67	Carport No. G-67	Parking Space No. P-67
B-68	Patio Area No. T-68	Carport No. G-68	Parking Space No. P-68
B-69	Patio Area No. T-69	Carport No. G-69	Parking Space No. P-69
B-70	Patio Area No. T-70	Carport No. G-70	Parking Space No. P-70

C-71	Patio Area No. T-71	Carport No. G-71	Parking Space No. P-71
B-72	Patio Area No. T-72	Carport No. G-72	Parking Space No. P-72
B-73	Patio Area No. T-73	Carport No. G-73	Parking Space No. P-73
B-74	Patio Area No. T-74	Carport No. G-74	Parking Space No. P-74
B-75	Patio Area No. T-75	Carport No. G-75	Parking Space No. P-75
B-76	Patio Area No. T-76	Carport No. G-76	Parking Space No. P-76
B-77	Patio Area No. T-77	Carport No. G-77	Parking Space No. P-77
B-78	Patio Area No. T-78	Carport No. G-78	Parking Space No. P-78
B-79	Patio Area No. T-79	Carport No. G-79	Parking Space No. P-79
B-80	Patio Area No. T-80	Carport No. G-80	Parking Space No. P-80

- H. That originally attached hereto and made a part hereof as Exhibit "A" is a survey consisting of Drawings numbered 1 - 58, inclusive and Specifications, Sheets 1 - 10, inclusive; General Conditions, Pages 11 - 47, inclusive.
- I. Said Grantor, its successors and assigns, by this declaration, and all future owners of the "family units", by their acceptance of their deeds, covenant and agree as follows:
1. That the "general elements" shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium except as provided in ORS 91.655 to 91.675.
 2. That the "family units" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purposes.
 3. The owner of the respective "family units" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "family units", nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "family units" which are utilized for, or serve more than one "family unit", except as tenants in common with the other "family unit" owners as heretofore provided in "E". Said Owner, however, shall be deemed to own the walls and partitions which are contained inside said owner's respective "family unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings.
 4. The owners of the respective "family units" agree that if any portion of the "general common elements" encroaches upon the "family units", a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of "family units" agree that minor encroachment of parts of the "general common elements" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.
 5. That an owner of a "family unit" shall automatically, upon becoming the owner of a "family unit or units", be a member of CLUB ESTATES EAST hereinafter referred to as the "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
 6. That the owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association which are made a part hereof and attached as Exhibit "B".

7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action or suit to recover sums due, for damages or for injunctive relief.
8. That this Declaration shall not be revoked or any of the provisions herein amended unless Seventy-Five Percent (75%) of the owners agree to such revocation or amendment by duly recorded instruments.
9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements or by the abandonment of his "family unit".

J. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any "family unit" shall constitute a lien on such "family unit" prior to all other liens except only (1) tax liens on the "family unit" in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage or trust deed of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the "family units", in accordance with ORS 91.580. In any such foreclosure, the "family unit" owner shall be required to pay a reasonable rental for the "family unit", if so provided in the By-Laws, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the "family units", shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Action to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

K. Where the mortgagee of a first mortgage or grantee of a first trust deed of record or other purchaser of a "family unit" obtains title to the unit as a result of foreclosure of the first mortgage or first trust deed, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such "family units" which became due prior to the acquisition of title to such "family unit" by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the "family units" including such acquirer, his successors and assigns.

L. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bell-boy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws.

M. In the event the property subject to this Preliminary Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in Section 91.660, Oregon Revised Statutes.

- N. In a voluntary conveyance of a family unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the manager, or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.
- O. All agreements and determinations lawfully made by the Association in accordance with this Declaration or the By-Laws, shall be deemed to be binding on all owners of the family units, their successors and assigns.
- P. That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages or grantees holding first trust deeds covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance, in excess of the blanket coverage.
- Q. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in the reserve account of the Association of Owners.
- R. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.
- S. The name of the person to receive service of process in cases provided in Sub-Section 1 of ORS 91.635 is the President of the Board of Directors, 12260 S.E. Main, Portland, Oregon

Date June 28 1982 CLUB ESTATES EAST CONDOMINIUM

By John M. Kureca
President

By Myra E. Lundquist
Secretary

The foregoing Amended Declaration is approved this 16th day of October, 1982.

WILLIAM F. GWINN
Real Estate Commissioner

By Barbara Rank