

Please NOTE that there are three amendments to the KING CITY CIVIC ASSOCIATION RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS attached to the end of this document.

KING CITY CIVIC ASSOCIATION

RESTATED DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

DECEMBER 14, 2001

**KING CITY CIVIC ASSOCIATION
 RESTATED DECLARATION
 OF
 COVENANTS, CONDITIONS
 AND RESTRICTIONS**

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I, Jerry Hanson, Director of Assessment and Taxation and Ex-Office County Clerk for Washington County, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Jerry R. Hanson
Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Office County Clerk

Return to:
LANDYE BENNETT BLUMSTEIN LLP
P. STEPHEN RUSSELL III
1300 SW 5TH AVE, #3500
PORTLAND, OR 97201

RESTATED DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF

KING CITY CIVIC ASSOCIATION

RECITALS

The original Declaration of Restrictions recorded by Tualatin Development Co., an Oregon corporation ("Declarant") on October 9, 1964, in Book 526, Page 106, *et seq.*, has been amended, supplemented, and restated in those documents described on Exhibit "A" hereto attached.

The purpose of this Restated Declaration of Covenants, Conditions and Restrictions of the King City Civic Association is to supersede and restate all of the previous recorded documents listed above covering all of the real property on the plats of King City I through King City XX, any other property referenced in the above-listed documents and any annexations or additions thereto approved pursuant to this instrument.

ARTICLE I

DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings and shall apply to all King City Civic Association Documents.

Section 1. "Articles" shall mean the Articles of Incorporation of the King City Civic Association as filed with the Oregon Corporation Commissioner.

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 CHICAGO



Section 2. “Assessments” shall mean the Regular and Special Assessments and the Association Transfer Fees levied against each Lot and its Owner as provided in Article V and the collective assessments against all Units and their Owners.

Section 3. “Association” shall mean the King City Civic Association, an Oregon nonprofit mutual benefit corporation.

Section 4. “Association Property” shall mean any and all real or personal property that may be owned now or by the Association or hereafter acquired, including, without limitation, the following real property located within King City I through King City XX and all improvements, facilities, and furnishings located thereon or therein:

The two buildings numbered 15245 S.W. 116th Avenue
The building presently numbered 16880 S.W. 126th Avenue
The building presently numbered 15355 S.W. Royalty Parkway
The golf course and maintenance area
The Greenway on 126th Avenue
The Park (Tract A) on King Richard Drive
The Park at the end of Morocco Street
The Park (Tract B) on Camino Drive.

all within King City, Washington County, Oregon.

Section 5. “Board” shall mean the Board of Directors of the Association.

Section 6. “Bylaws” shall mean the Bylaws of the Association as amended or restated from time to time.

Section 7. “Declaration” shall mean this instrument as may be amended or restated from time to time.

Section 8. “Documents” shall mean the Articles, Declaration, and Bylaws.

Section 9. “Individual Assessments” shall mean those assessments levied against Members by the Association as provided in Article V, Section 5.



2001-130532

Section 10. “Lot” shall mean a residential lot within King City I through King City XX.

Section 11. “Map” shall mean that certain subdivision map entitled “King City” 1 through King City XX filed in the office of the Washington County Recorder beginning April 1964 with Book 23, and any subsequent additions thereto to which these Documents shall apply.

Section 12. “Member” shall mean a Resident-Member or an Owner-Member.

Section 13. “Owner” or “Owner-Member” shall mean each person or entity holding a recorded fee title or contract vendee’s interest in a Unit or Lot.

Section 14. “Resident-Member” shall mean any person living in a Unit who complies with the provisions of Article III of this Declaration.

Section 15. “Property” or “Properties” shall mean all the real property shown on the plats King City I through King City XX subject to this Declaration, all of which is located in Washington County, Oregon, and any additions or annexations thereto.

Section 16. “Setback Line” shall mean a line formed by the exterior wall of a house facing a street or cul-de-sac and extending to the side property lines.

Section 17. “Unit” shall mean a residence whether a house, a condominium, a townhouse, a duplex or an apartment on any Lot which is subject to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Washington County, Oregon, and consists of all that Property described on the plats for King City I through King City XX, together with all



annexations or additions thereto, and approved pursuant to Article XI, Section 1 of this Declaration.

ARTICLE III

AGE AND RESIDENCY REQUIREMENTS

The Association is a Senior Adult Community under provisions of the 1988 Amendments to the Federal Fair Housing Act.

Section 1. Age Requirements.

A. FHA Standards. The 1988 Amendments to the Federal Fair Housing Act provide for special communities whose Residents are fifty-five (55) years of age or older. Consistent with this Act, persons under the age of eighteen (18) years are not permitted to be Residents, and at least one (1) Resident of each Unit must be fifty-five (55) or more years of age.

B. Exceptions.

1. Inheritors. Resident-Members who are under the age of fifty-five (55) at the time they become widowed from a spouse fifty-five (55) years of age or older may continue to reside in a Unit. Other heirs or devisees must be fifty-five (55) years of age or older to reside in the Unit they have inherited.

2. Residency. Owners who reside in their Unit are both Owner-members and Resident-members. Any other person, including a caregiver or temporary custodian, who resides in a Unit for more than sixty (60) days in any consecutive twelve (12) month period shall be considered a Resident-member. Owner-Members and Resident-Members are subject to Association Documents and assessments. Persons under the age of eighteen (18) years may not visit for more than sixty (60) days during a consecutive twelve (12) month period.



ARTICLE IV

MEETINGS AND VOTING REQUIREMENTS

Section 1. Membership Meetings. A meeting shall be held annually at the Association Property on a date and time specified by the Bylaws. The purpose of the Annual Meeting is for the Board to provide information to and receive recommendations from the Members. Special meetings of the Members may be called as provided in the Bylaws.

Section 2. Voting Requirements. Any action of the Association which must have the approval of the Resident-members or the Owner-members shall be determined by the majority of those voting by written ballot, unless otherwise provided in the Association Documents.

ARTICLE V

ASSESSMENTS

Section 1. Assessments. Each Owner-Member is deemed to covenant and agree for himself and Resident-Members of his Unit to pay to the Association all Regular, Special, and any Individual Assessments in respect to each Unit or Lot owned.

Section 2. Purposes of Assessments. The purposes of Assessments of the Association are:

- A. To provide recreational and enrichment opportunities and facilities for Members' use.
- B. To maintain, improve, repair, and replace Association Properties.
- C. To pay the expenses and debts of the Association.
- D. To pay for the administration of the Association.



Section 3. Regular Assessments.

A. The Board shall establish the Regular Assessments and notify the Members at least thirty (30) days prior to the beginning of the fiscal year. Regular Assessments shall be due on the first day of the fiscal year, and become delinquent thirty (30) days after they are due.

B. Persons leaving the Association and requesting one will be paid a rebate on a per-month basis, where applicable.

C. *AMENDED*
The King City Apartments shall pay one-fourth (1/4) of the Regular Assessments on the first day of each calendar quarter. *please refer to 2006-047978*
Payments are delinquent thirty (30) days after they are due.

Section 4. Special Assessments and Transfer Fees.

A. The Board, by a two-thirds (2/3) vote, may propose a Special Assessment. The levy of a Special Assessment shall require the approval of a majority vote of the Owner-Members who cast ballots. A Special Assessment shall be due when specified, or if no date is specified, then thirty (30) days after notification. Funds from Special Assessments shall be used only for the purposes specified.

B. There shall be a Transfer Fee imposed upon the purchase of any Unit subject to this Declaration. The Transfer Fee shall equal one percent (1%) of the purchase price, not to exceed One Thousand and No/100 Dollars (\$1,000.00) per Unit. *AMENDED*
please refer to 2015-78548
The Transfer Fee for the apartment complex shall equal a total of One Thousand and No/100 Dollars (\$1,000.00) for the first transfer of the complex, or any portion thereof, and thereafter the Transfer Fee shall equal Two Hundred and No/100 Dollars (\$200.00) per apartment Unit.



1. **Due Date of Payment.** The Transfer Fee shall be due upon the recordation of a deed or any other instrument which transfers the possession and equitable ownership in any Unit subject to this Declaration. The Transfer Fee shall be the personal obligation of the purchaser, and shall be a lien against the Property, the sale of which gives rise to the fee. No Transfer Fee shall be imposed in connection with the lease or rental of any Property or the acquisition of Property by foreclosure of a security interest or by a deed in lieu of foreclosure.

2. **Exemptions.** Upon written application for exemption, the Board shall grant an exemption from the Transfer Fee with respect to:

- a. Any transfer made, without consideration, for estate planning purposes.
- b. Any transfer made solely for gift purposes.
- c. Any transfer to beneficiaries of an estate or testamentary trust.

3. **Use of Transfer Fees.** The Transfer Fees collected pursuant to this Section 4.B. shall be used for capital items, for major repairs, remodeling, renovation, additions to or replacement of real or personal property, and not to fund Association operations.

Section 5. Individual Assessments. Individual Assessments may be levied against a Member after notice and the opportunity for a hearing.

- A. As a fine imposed by the Board for failure to comply with the Documents.
- B. As reimbursement to the Association for costs incurred for repair of damage to the facilities for which the Member was responsible.



C. As reimbursement to the Association in performing obligations of a Member upon failure of a Member to maintain the Member's Property according to the Documents, following reasonable notice.

Section 6. Allocation of Regular and Special Assessments. Regular Assessments shall be charged to Owner-Members on the basis of the number of Resident-Members occupying such Owner-Member's Unit. The Owner of a vacant Unit or Lot will be charged as if the Unit were occupied by one (1) Resident-Member. Special Assessments shall be levied against all Property subject to this Declaration on a per Unit or Lot basis.

Section 7. Delinquent Assessments. Assessments are the personal obligation of the Owner-member against whose Unit or Lot they are assessed, and are delinquent thirty (30) days after they are due. If an Assessment is delinquent, the Association may recover all of the following:

- A. A late charge to be established by the Board.
- B. All costs, including reasonable attorneys' fees, incurred in collecting the delinquent Assessment.

Section 8. Assessment Lien. The Assessments, together with late charges, collection costs, and attorneys' fees, shall be a charge and a continuing lien upon the Unit or Lot against which each Assessment is made. The lien becomes effective upon recording with Washington County of a Notice of Delinquent Assessment. An Assessment lien may be foreclosed in any manner provided by applicable law. The Assessments, any collection costs, and attorneys' fees shall be the personal obligation of the Owner of a Unit or Lot at the time when the Assessments are levied. If more than one (1) person or entity is the Owner of a Unit at the time the Assessments fall due, the personal obligation to pay each Assessment shall be joint and several.



The personal obligation for delinquent Assessments shall not pass to any transferee unless expressly assumed by that person. No Owner may be exempt from liability for these Assessments by waiver of the use of Association Properties.

ARTICLE VI

POWERS, RIGHTS, DUTIES, AND LIMITATIONS

Section 1. Powers. The Association shall have all the powers and rights of a nonprofit mutual benefit corporation under the laws of the State of Oregon. The Association shall act through its Board. The Board shall have the power and duty to act for the Association, except for actions which require the approval of the Owner-members or the Resident-Members of the Association.

Section 2. Rights. In addition to those Association rights which are provided by law or elsewhere in the Documents, the Board shall have the following rights:

A. Delegation. To elect, employ, appoint, assign, and delegate the rights and duties of the Association to managers, officers, employees, committees, agents, and independent contractors.

B. Contracts. To enter into contracts with third parties to furnish goods or services for the benefit of the Association and its Members.

C. Borrowing. To borrow money to the full extent permitted by the Oregon Nonprofit Corporation Act.

D. Granting Easements. To grant easements on the Association Property to any public agency, authority or utility.

E. Policies, Rules and Regulations. To adopt policies, rules, and regulations relating to the use of the Properties to which the Documents apply, and for the conduct of the



Members and their guests as are appropriate and reasonable. This right shall include the interpretation and clarification of the Documents.

Section 3. Duties. In addition to those duties which are imposed by law or elsewhere in the Documents, the Board shall have the following duties.

A. Manage and Maintain Association Properties. To manage, improve, maintain, repair, and replace all of the improvements located on Association Property or subject to the control of the Board, including personal property. The Association Property (subject to additions or deletions permitted hereunder) shall be owned, managed, and maintained by the Board for the use and benefit of the Members and their guests.

B. Enforce Association Documents. To enforce the provisions of the Documents by appropriate means as provided in the Documents.

C. Levy and Collect Assessments. To fix, levy, and collect Assessments and individual charges in the manner provided in Articles V and VIII of this Declaration.

D. Taxes and Assessments. To pay any and all real and personal property taxes and assessments and all other taxes levied against the Association or Association Property and to prepare and file any annual tax returns with federal, state, and local government s may be required.

E. Water and Other Utilities. To acquire, provide, and pay for water and other utility services as necessary for the Association Property.

F. Professional Services. To obtain and pay the cost of legal, accounting, and other professional services necessary or proper for the maintenance and operation of the Association and enforcement of the Documents.



G. **Insurance.** To obtain and pay the cost of insurance for the Association as provided in Article IX, Section 1.

H. **Bank Accounts.** To deposit all funds collected by the Association in interest bearing accounts, if available and practicable, with a bank or savings institution in the state of Oregon insured under the FDIC.

I. **Budget.** To propose the annual budget and to conduct a budget hearing for Members prior to its adoption by the Board. Notice of such hearing shall be given to the Members in accordance with the Bylaws.

J. **Maintenance and Inspection of Records.** To keep adequate and correct records of account, a register of Members, minutes of Membership and Board meetings, and other records as are reasonably necessary for the prudent management of the Association. The Membership register, records of financial accounts, and minutes of the Membership and Board meetings shall be kept at the Association office and made available during regular office hours for inspection and copying by any Member of the Association. The Board may adopt rules or regulations designating information relating to Association employees or Members as confidential and not available for inspection.

Section 4. Limitations. Dedication or transfer of Association Property must be approved by a majority of the Owner-Members voting as provided in the Articles.

ARTICLE VII

USE RESTRICTIONS

Section 1. Property Use. No Lot or Unit shall be used for any purpose in violation of any statute, ordinance or regulation of any governmental authority. Notwithstanding whether such use may comply with governmental authorities, no Lot or Unit may be used for the conduct



of any trade, service, business or commercial purpose, except for in-home activity by the Member for a business purpose which generates no traffic to the site and displays no outward appearance that a business is conducted within. The office of the King City Apartments is exempt from this restriction.

Section 2. Nuisance. Noise levels shall be kept to those specified by governmental ordinances. Without limiting the Board's general powers, the Board may adopt rules and regulations regarding noise and noxious and offensive activities. Members are responsible for abatement of any nuisance.

Section 3. Parking. The Board shall adopt rules designating and governing the use of the Association parking areas and Residential Lots. No truck larger than $\frac{3}{4}$ ton capacity shall be parked on any Lot for more than forty-eight (48) hours unless housed within a garage structure. On-street parking must comply with governmental ordinances.

Section 4. Signs. Only the following types of signs are permitted to be placed on a Lot: political (i.e., election) signs, for sale signs, and signs advertising an open house, estate, garage or yard sale. At no time may more than two (2) signs be maintained on any Lot without prior Board approval. No sign may exceed four (4) square feet in surface area, nor may any sign extend more than three (3) feet above the ground. No political sign shall be left on a Lot for more than sixty (60) days within any election period, and all political signs shall be removed within seven (7) days after the election. For sale signs are permitted, except that they shall be removed no later than the closing of the sale of the home. Signs advertising an estate, garage or yard sale or open house shall be removed no later than seventy-two (72) hours after being placed on a Lot. No signs other than the types specifically mentioned above shall be placed on any Lot



without the Board's prior written consent, which consent may be withheld or conditioned as to time, location, appearance and content.

Section 5. Animals. No animals shall be commercially bred or raised on any Lot. No more than two (2) ordinary household pets may be kept on any Lot or in any Unit. Pets must be controlled by their owner. No pet shall be permitted to become a nuisance. Pet owners are responsible for the immediate removal of their pet's waste and for any damage or injury caused by their pet.

Section 6. Garbage and Refuse Removal. Rubbish, trash, garbage, and other waste shall be kept in sanitary containers and regularly removed from the Property. All garbage cans, trash containers, etc. shall be concealed from view except for the night before and on the scheduled day for trash collection.

Section 7. Architecture and Landscaping. Any addition, modification, or alteration to the exterior of any building or Lot shall require a completed application and written approval by the Board. Owner-Members who fail to obtain approval may incur a fine or other penalty. Request for exceptions to these provisions must be presented to the Board with full details and rationale.

A. Hedges, Fences, Walls, and Shrubs. No fences, hedges, or walls shall be placed in any yard that abuts the golf course. Shrubbery may be planted as long as it does not obstruct or limit the view of the golf course from adjacent Lots. On All lots, no hedge, fence, wall or shrubbery shall exceed three (3) feet in height on the portion of the Lot between the Setback line of the house and the street, including corner lots and cul-de-sacs. This must conform with the standards of the City of King City regarding visibility clearance at intersections and walkways. Shrubbery within four (4) feet of the house foundation may exceed the three-foot



limitation. On the remainder of the Lot the maximum height shall be six (6) feet. This Section 7.A. does not apply to the walls and fences previously established by the Neighborhood Associations. Replacement or alteration of these walls and fences does require compliance with this Section.

B. Satellite Dishes. Satellite dishes are allowed, with Board approval, to the extent of the FCC regulations, which are available in the Association Office.

C. Solar Panels. Solar panels may be allowed, with Board approval.

D. Sheds.

1. Freestanding Sheds on any Lot must conform to the style and color of the house, and shall be inconspicuous or screened from adjacent lots by a fence or plantings. Such Sheds shall be limited to a maximum of six and one-half (6 1/2) feet in height from the ground, and to floor dimensions of no more than six (6) feet in width and eight (8) feet in length. The foundation and floor must be made of concrete or treated outdoor wood. The structure shall be anchored securely.

2. Attached Sheds, utilizing the eave of the house as a roof, may be approved. The width of such sheds will be limited to the overhang of the eave, and the length shall be such as will not detract from the appearance of the house. The foundation and floor must be of concrete or treated wood. The shed shall be painted or stained to match the main structure.

Section 8. Property Maintenance. Owners shall maintain all Lots and Units in attractive condition and good repair. Landscaping shall conform to the general pattern of the community. Units shall be regularly painted or stained to keep the exterior free of peeling or chipping paint. Firewood may be neatly stacked at the rear or side of a house but must not be



visible from the street. Firewood may be covered with clear or translucent material, but bright-colored coverings are prohibited. Out-of-season patio furnishings or barbecues may be stored on patios and balconies. Clear, translucent or dark-colored coverings are permitted, but bright-colored coverings are prohibited. Major household appliances, such as freezers or refrigerators, may not be placed or stored on patios, balconies or yards. Each Unit shall have gutters and downspouts that are connected to an appropriate drainage system. Surface drainage shall not be diverted onto neighboring Lots. Yard lamps shall be maintained to standards as established by the Board.

Section 9. Non-Owner Residents. Except as otherwise provided in this Section 9, and subject to the requirements for Residency set forth in Article III, a Unit must be permanently occupied only by an Owner or the immediate family of the Unit Owner. Except as otherwise provided in this Section 9, no Unit (or portion thereof) may be rented or leased.

A. Rental Units. Owners of Units as of June 2, 1995, may rent or lease such Units until they are sold, conveyed or transferred. Units purchased or otherwise acquired after this date must be permanently occupied only by an Owner or the immediate family of the Owner. Immediate family shall mean the Owner's spouse, children, brothers, sisters, parents, or grandparents. If a Unit is conveyed or transferred to any heir or devisee who is under fifty-five (55) years of age, the Unit may be rented or leased until the new Owner reaches fifty-five (55) years of age. If title to a Unit is conveyed to an Owner's creditor, such creditor shall be entitled to rent or lease the Unit for a period not to exceed one (1) year following acquisition of title. Tenants of such Units must meet all requirements for residency and are subject to all Association Documents.



B. Temporary Custodian. The Owner of a Unit may appoint a temporary custodian of the Unit for a period not to exceed one (1) year, subject to prior written approval by the Board, but such temporary custodian must otherwise meet all requirements for residency and are subject to all Association Documents.

C. Exceptions. Any Owner shall have the right to request in writing that the Board exempt such Owner from one or more of the limitations of this Section 9 due to special circumstances. The Board may grant or deny such request, in whole or in part, subject to such conditions as the Board may impose in its discretion.

D. King City Apartments. The King City Apartments shall be exempt from the rental limitations in this Section 9, but tenants must otherwise meet all requirements for residency and are subject to all Association Documents.

E. Residents' Use Rights. When a Unit is occupied by persons other than the Owner, the Owner is deemed to transfer the Resident-member rights for such Unit, including the right to use Association Property, to the Resident-Member of such Unit.

Section 10. Neighborhood Association Restrictions. The Neighborhood Community Associations within the King City Civic Association may adopt rules that are more restrictive than those in this document. These Neighborhood Associations are as follows: King City Condominiums; King City Terrace Condominiums; Imperial Court Condominiums; Imperial Terrace Condominiums; Royal Garden Condominiums; King City Garden Villa Townhouses; Par 4 Townhouses.



ARTICLE VIII

ENFORCEMENT OF RESTRICTIONS

Section 1. General. The Association shall have the right to enforce compliance with the Association Documents in the manner provided by law or in equity. In the event the Association shall employ an attorney to enforce the provisions of the Association Documents against any Owner-Member, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other sums due as provided herein. All sums payable under this Declaration by an Owner-Member shall bear interest from the date due at a rate established from time to time by Board, not to exceed the maximum permitted by law. All enforcement powers of the Association shall be cumulative. Failure by the Association or any Owner-Member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Specific Enforcement Rights. Without in any way limiting the Association's rights and remedies otherwise available by applicable law, the Association shall have the following rights and powers with respect to any Member's violation of the Association Documents.

A. Fines. The Association may impose reasonable fines in an amount established by the Board, not to exceed One Hundred Dollars (\$100.00) per violation per fine period as established by the Board. The Board may establish a fine period as a day, a week, a month or any reasonable period, depending upon the nature and magnitude of the violation, the harm posed by the violation, the difficulty in remedying the violation, and the amount of time previously allotted to the responsible party for remedying the same. The Board may also temporarily suspend a member's right to use the Association Property for failure to comply with



the Association documents for a period not to exceed the earlier of ninety (90) days or until a lien is filed against the Unit. Before a fine is imposed or use is suspended, the Owner-Member against whom such action is proposed shall be given notice and the opportunity to be heard, as follows.

1. The Board shall give written notice to the Member at least ten (10) days prior to the meeting at which the Board will consider the violation.
2. At such meeting, the Member shall be given the opportunity to present evidence and to question witnesses.
3. The Board shall notify the Member in writing of its decision within thirty (30) days following such meeting.

B. Suit to Collect Delinquent Assessments. A suit to recover a money judgment for unpaid Assessments or other sums owed may be maintained by the Association. Such suit shall be maintainable without foreclosing or waiving the lien securing such unpaid Assessments.

C. Enforcement of Lien. The amount of the Assessment, plus reasonable attorneys' fees, and other costs of collection, and late charges assessed in accordance with Article V and all other sums owing to the Association by such Owner, shall be a lien on the Owner's property from and after the time the Association causes to be recorded with the Washington County Recorder a Notice of Delinquent Assessment. The Notice of Delinquent Assessment shall be signed by the person designated by the Association for that purpose. The filed lien shall continue to accrue and secure all future unpaid assessments as they become due. Upon payment of the sum specified in the Notice of Delinquent Assessment, plus accrued Assessments and additional costs, the Association shall cause to be recorded a further notice



stating the satisfaction and release of the lien thereof. A lien pursuant to this Section shall be prior to all other liens except as otherwise provided in this Declaration. A lien created pursuant to this Section may be enforced in any manner permitted by law.

D. **Abatement.** Nothing herein contained shall limit the Association's power to abate any condition which violates the provisions of the Documents.

E. **Transfer by Sale or Foreclosure.** The Association's lien may be extinguished only by foreclosure of the lien or by the foreclosure of a prior lien in accordance with applicable law. The lien shall be unaffected by a voluntary transfer. In the event of a voluntary transfer, the new Owner shall have no personal obligation for previously delinquent Assessments, but the Association's lien shall remain in full force and effect without the need for notice, refilling or other action. The previous Owner against whom Assessments were made shall remain personally obligation to pay such delinquent Assessments until they are fully paid.

ARTICLE IX

INSURANCE, DESTRUCTION

Section 1. **Insurance.** The Association shall obtain and maintain in effect at all times the following insurance:

A. **Liability Insurance.** The Association shall obtain and maintain comprehensive public liability insurance insuring the Association and the Members against any liability incident to the ownership, use or maintenance of the Association property. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death, personal injury, and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered. Such policy may provide for a reasonable deductible.



B. Property Insurance. The Association shall obtain and maintain a policy of property insurance, both real and personal, for the full insurable replacement value of all the improvements on Association Property, to the extent available at reasonable cost. Such a policy may provide for a reasonable deductible. The form, content, term of the policy, its endorsements, and the issuing company must be consistent with good insurance coverage for like properties.

C. Workers' Compensation Insurance. The Board shall purchase and maintain workers' compensation insurance for all employees.

D. Officer and Director Insurance. The Association shall purchase and maintain liability insurance for directors, officers, employees, and volunteers appointed by the Board. The Association may procure a fidelity bond for the administrator and officers of the Board of Directors of the Association.

E. Other Insurance. The Board may purchase and maintain any other insurance that it deems necessary and reasonable.

F. Waiver of Subrogation. All property and liability insurance carried by the Association shall contain provisions whereby the insurer waives rights of subrogation as to the Association and its Members, if available.

G. Review of Master Policy and Endorsements. All insurance policies shall be reviewed at least annually by the Board and the Association's agent or other insurance consultants.

H. Payment of Premiums. Premiums on insurance maintained by the Association shall be a common expense funded by Assessments levied by the Association.



2001-130532

I. **Owner's Insurance.** Owners may carry such liability and property insurance as they may desire. The Association has no authority or responsibility to obtain property insurance covering this or other improvements on Owners' Lots.

Section 2. Destruction.

A. **Destruction of Association Property.** In the event of damage or destruction to any Association Property, the Board shall have the duty to repair and reconstruct it from available insurance proceeds and Special Assessments unless such property is no longer needed by the Association. If not needed for such repair or reconstruction, insurance funds may be used for a different needed facility or placed in the capital reserve for future facilities construction.

1. **Rebuilding Contract.** Subject to availability of adequate funds, it shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of repair and reconstruction at the earliest possible date.

2. **Special Assessment to Rebuild.** The Association may propose a Special Assessment against all Owners to cover the cost of rebuilding not covered by insurance proceeds or other funds available for such purpose.

B. **Destruction Affecting Private Property.** If there is a total or partial destruction of private property, the Owner-Member shall:

1. Rebuild or repair the destroyed improvements in substantial conformity with the original design thereof and the structural integrity existing immediately before the damage or destruction; or

2. Following written approval by the Board, rebuild the destroyed improvements in a design different from that existing before the destruction. Failure of



the Board to approve or reject any such proposed changes in design following a complete application of an Owner-Member within sixty (60) days after submission of such complete plans shall be conclusively deemed an approval of such plans; or

3. Clear all structures and improvements from the Lot and shall landscape the unimproved Lot in a manner approved in writing by the Board.

Failure of an Owner-Member to comply with this Section shall not relieve the Owner-Member from any Assessment obligation. Any construction or landscaping pursued under this Section shall be commenced within ninety (90) days of the date of the damage or destruction, and shall be diligently pursued to completion.

ARTICLE X

MORTGAGE AND /OR DEEDS OF TRUST PROTECTIONS

Section 1. Mortgage and Deeds of Trust Permitted. Nothing shall preclude Owners from encumbering their property with a mortgage, deed of trust or other security instrument.

Section 2. Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any purchase money first mortgage or deed of trust that encumbers any Lot or Unit, made in good faith and for value and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such first mortgage or deed of trust unless the first mortgage or beneficiary of such deed of trust expressly subordinates its interest, in writing, to such lien.

Section 3. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any mortgage or deed of trust made in good faith and for value, but all of



the covenants, conditions, and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise.

Section 4. Owners' Rights to Ingress and Egress. There shall be no restriction upon the Owner's rights of ingress or egress to their Lots or Units which rights shall be perpetual and appurtenant to the Ownership of such Lots or Units.

ARTICLE XI

ADDITIONS TO THE ASSOCIATION

Section 1. Additions to King City and Membership in King City Civic Association. Additions to the City of King City by way of annexation or otherwise may become subject to this Declaration of Conditions and Restrictions only if the Owners thereof shall consent in writing to be bound thereby as of the date of such annexation or acquisition. Such addition, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of the King City Civic Association to such Property. When the applicable covenants require that certain additions be approved by the King City Civic Association, the Board of Directors shall refer such approval to a vote of the Members. Such approval must have the assent of two-thirds (2/3) of a quorum of more than fifty percent (50%) of each class of membership. This Article XI, Section 1 may only be amended by assent of two-thirds (2/3) of the membership as described above.

Section 2. Membership and Development Fees. If an owner of property outside of the City of King City wishes to have such property included within the jurisdiction of the King City Civic Association, such inclusion shall require a two-thirds (2/3) vote of the Association's Board of Directors. The Owner of such property shall pay to the King City Civic Association a



membership and development fee in such amount as the Board of Directors may deem necessary and appropriate.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Notices. General notices provided for in the Documents shall be in writing and shall be deemed sufficiently given when delivered personally, or by mail or by publication in a newsletter or similar document, delivered or addressed to a Member's last known address. Such notices shall also be posted at the Association office.

Section 2. Notice of Sale, Lease or Transfer. No later than five (5) days before the sale, lease or transfer of any Unit or Lot, the Owner of such Lot or Unit shall notify the Association in writing of the pending sale, lease or transfer. Such notice shall set forth: (i) the property involved; (ii) the name and address of the transferee/lessee and transferor/lessor; (iii) the age of each Resident-Member; and (iv) the date of sale, lease or transfer.

Section 3. Delivery of Association Documents to Transferee/Lessee. Prior to the transfer of lease of property, the transferor/lessor shall provide the prospective transferee/lessee with a copy of the Association Documents.

Section 4. Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

Section 5. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.



2001-130532

Section 6. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, grantees, tenants, successors, and assigns.

Section 7. Conflict of Association Documents. If there is any conflict among or between the Association Documents, the provisions of this Declaration shall prevail. Thereafter, priority shall be given to the Association Resolutions book of the Association. The provisions of the Association's Documents control if there is any conflict between them and the provisions of the documents of any condominium or other subassociation within the King City Civic Association.

Section 8. Termination of the Declaration. This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by Owners of not less than a majority of the Units within the Association and said instrument is recorded in the Office of the Washington County Recorder within one (1) year prior to the end of the fifty-year period or any succeeding ten (10) year period.

Section 9 added refer to 2021-024427 **ARTICLE XIII**

AMENDMENT

Section 1. Amendment. This Declaration may be amended by a two-thirds (2/3) vote by the Board, except as provided in this Declaration.

Section 2. Amendment Instrument. An amendment shall become effective when it has received the required approvals and the Secretary of the Association has executed,



2001-130532

acknowledged, and recorded in the office of the Washington County Recorder, an instrument expressing the amendment, and certifying that the required approvals were received.

IN WITNESS WHEREOF, the President and Secretary of the King City Civic Association hereby certify that the foregoing Restated Declaration of Covenants, Conditions, and Restrictions was properly adopted by the Board of Directors.

 Jacqueline Byles
President
 Coleman M Greer
Secretary

STATE OF OREGON)
) ss. November 14 , 2001
County of Washington)

Personally appeared before me the above-named *Jacqueline Byles* and *Coleman Greer* , and who, being duly sworn, did say that they are the President and Secretary of King City Civic Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

 Rosemary Day
Notary Public for Oregon

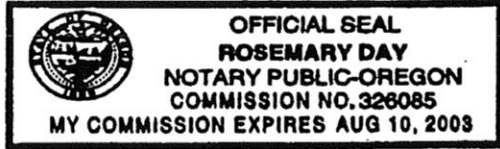




EXHIBIT "A"

Document: Declaration of Restrictions
Recorded: March 9, 1965
Book/Page: 543/242

Document: Declaration of Restrictions
Recorded: December 23, 1965
Book/Page: 582/293

Document: Amendment to Declaration of Restrictions
Recorded: October 24, 1966
Book/Page: 619/388

Document: Declaration of Restrictions
Recorded: March 10, 1967
Book/Page: 632/632

Document: Declaration of Restrictions
Recorded: December 11, 1967
Book/Page: 672/299

Document: Declaration of Restrictions
Recorded: December 19, 1968
Book/Page: 727/878

Document: Declaration of Restrictions
Recorded: November 3, 1969
Book/Page: 761/648

Document: Amended and Restated Declaration of Conditions and
Recorded: February 19, 1970
Book/Page: 771/932

Document: Declaration of Covenants, Conditions and Restrictions
Recorded: February 27, 1970
Book/Page: 772/604

Document: Declaration of Restrictions
Recorded: August 31, 1970
Book/Page: 790/955



Document: Declaration of Restrictions
Recorded: October 6, 1970
Book/Page: 794/66

Rerecorded: October 7, 1970
Book/Page: 794/674

Document: Declaration of Restrictions
Recorded: October 6, 1970
Book/Page: 794/567

Document: Declaration of Restrictions
Recorded: April 20, 1971
Book/Page: 813/698

Document: Declaration of Restrictions
Recorded: April 20, 1971
Book/Page: 813/699

Document: Amendment to Declaration of Restrictions
Recorded: June 21, 1971
Book/Page: 823/150

Document: Declaration of Covenants, Conditions and Restrictions
Recorded: August 24, 1971
Book/Page: 832/520

Document: Further Amendment and Restatement of Declaration
of Covenants and Restrictions
Recorded: October 6, 1971
Book/Page: 838/228

Document: Declaration of Restrictions
Recorded: October 14, 1971
Book/Page: 839/361

Document: Declaration of Restrictions
Recorded: October 14, 1971
Book/Page: 839/362

Document: Declaration of Restrictions
Recorded: November 1, 1971
Book/Page: 841/442



2001-130532

Documents: Amendment to Article II of Declaration
Recorded: November 26, 1971
Book/Page: 844/879

Document: Declaration of Restrictions
Recorded: January 3, 1972
Book/Page: 849/362

Document: Amendment to Amended and Restated Declaration
Recorded: June 16, 1982
Recorder's Fee No.: 82014971

Document: Additional Amendment and Restatement of
Declaration of Conditions and Restrictions
Recorded: January 18, 1985
Recorder's Fee No.: 85002082

Documents: Agreement Adopting Declaration of Covenants and
Restrictions
Recorded: April 25, 1985
Recorder's Fee No.: 85014902

Document: Agreement Adopting Declaration of Covenants and
Restrictions
Recorded: April 25, 1985
Recorder's Fee No.: 85014903

Document: Additional Amendment and Restatement of
Declaration of Conditions and Restrictions
Recorded: February 27, 1986
Recorder's Fee No.: 86008645

Document: Additional Amendment and Restatement of
Declaration of Conditions and Restrictions
Recorded: December 23, 1987
Recorder's Fee No.: 87062536

Document: Additional Amendment and Restatement of
Declaration of Conditions and Restrictions
Recorded: March 10, 1989
Recorder's Fee No.: 8910347

Document: Additional Amendment and Restatement of
Declaration of Conditions and Restrictions
Recorded: June 30, 1989
Recorder's Fee No.: 8929806



Document: Restated Declaration of Covenants, Conditions and Restrictions
Recorded: June 2, 1995
Recorder's Fee No.: 95038020

Document: Errata Sheet
Recorded: November 8, 1996
Recorder's Fee No.: 96100907

Document: Amendment to Restated Declaration of Covenants, Conditions and Restrictions
Recorded: June 29, 1999
Recorder's Fee No.: 99078280



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I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:

P. Stephen Russell III, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

1060404



CHICAGO

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCORDANCE
WITH THE RECORDING ACT AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN, NOR DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

**AMENDMENT
TO RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
KING CITY CIVIC ASSOCIATION**

Pursuant to the authority reserved in Article XIII, Section 1 of the Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association as recorded in the Washington County records on December 14, 2001, as Document No. 2001-130532 (the "Declaration"), the Association's Board of Directors hereby amends the caption of Section 4 of Article V, and the text of Section 4.B, including subsections 1, 2, and 3, of Article V of the Declaration to read in their entirety as follows:

4. Special Assessments and Transfer Fee.

B. There shall be a Transfer Fee imposed upon the purchase of any Unit subject to this Declaration. The Transfer Fee shall equal one percent (1%) of the purchase price per Unit. The Transfer Fee for the apartment complex shall equal Two Hundred and No/100 Dollars (\$200.00) per apartment Unit.

1. **Due Date of Payment.** The Transfer Fee shall be due upon the recordation of a deed or any other instrument which transfers the possession and equitable ownership in any Unit subject to this Declaration. The Transfer Fee shall be the personal obligation of the purchaser, and shall be a lien against the Property, the sale of which gives rise to the fee. No Transfer Fee shall be imposed in connection with the lease or rental of any Property or the acquisition of Property by foreclosure of a security interest or by a deed in lieu of foreclosure.

2. **Exemptions.** Upon written application for exemption, the Board shall grant an exemption from the Transfer Fee with respect to:

- a. Any transfer made, without consideration, for estate planning purposes.
- b. Any transfer made solely for gift purposes.
- c. Any transfer to beneficiaries of an estate or testamentary trust.
- d. Any acquisition of a Unit made within six (6) months following the Buyer's disposition of another Unit within the Association.

3. **Use of Transfer Fees.** The Transfer Fees collected pursuant to this Section 4.B. shall be used for capital items, for major repairs, remodeling, renovation, additions to or replacement of real or personal property, and not to fund Association operations.

IN WITNESS WHEREOF, the undersigned President and Secretary hereby certify that the foregoing Amendment was duly adopted by not less than two-thirds (2/3) of the members of the Association's Board of Directors followed by approval by a majority of the Owners voting on this matter.

Gary Curtis

Gary Curtis, President

Shirley Moore

Shirley Moore, Secretary

STATE OF OREGON)

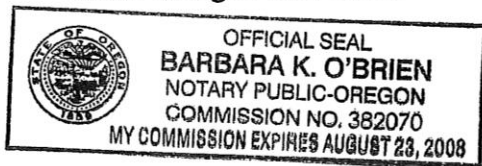
)

) ss.

3/22, 2006

County of WASHINGTON)

Personally appeared before me the above-named **GARY CURTIS** who, being duly sworn, did say that he is the President of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Barbara K. O'Brien
Notary Public for Oregon

(ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE)

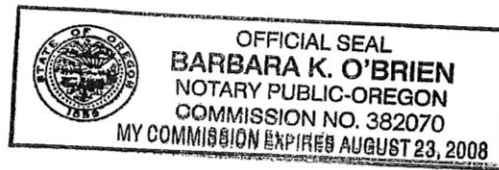
STATE OF OREGON

County of WASHINGTON

)
) ss. 3/22, 2006
)

Personally appeared before me the above-named **SHIRLEY MOORE** who, being duly sworn, did say that she is the Secretary of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Barbara K. O'Brien
Notary Public for Oregon



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\$10.00 \$5.00 \$6.00 \$11.00 - Total = \$32.00



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I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.
Jerry Hanson
Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:

P. Stephen Russell III, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

AMENDMENT

TO RESTATED DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF

KING CITY CIVIC ASSOCIATION

Pursuant to the authority reserved in Article XIII, Section 1 of the Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association as recorded in the Washington County records on December 14, 2001, as Document No. 2001-130532 (the "Declaration"), at the request of the owner of the King City Apartments, the Association's Board of Directors hereby amends Article V, Section 3.C of the Declaration to read in its entirety as follows:

C. The King City Apartments shall pay one-twelfth (1/12th) of the Regular Assessments on the first day of each month. Payments are delinquent fifteen (15) days after they are due. Notwithstanding any other provision of this Declaration, the King City Apartments shall be assessed a late fee equal to One Hundred and No/100 Dollars (\$100.00) for every fifteen (15) day period, or portion thereof, that any portion of such monthly Regular Assessment is delinquent, beginning on the fifteenth (15th) day after the assessment first becomes due.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary hereby certify that the foregoing Amendment was duly adopted by not less than two-thirds (2/3) of the members of the Association's Board of Directors at a duly called meeting on February 15, 2005.

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCOMMODATION ONLY AND ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS HEREIN, NOR DOES CHICAGO TITLE REPRESENT THAT IT WILL CREATE THE ESTATE OR INTEREST IN REAL PROPERTY WHICH IT PURPORTS TO CREATE.

Stephen J. McShane
Stephen J. McShane, Chairman

Shirley Moore
Shirley Moore, Secretary

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1060420
CHICAGO

STATE OF OREGON)
County of WASHINGTON) ss. MARCH 15, 2005

Personally appeared before me the above-named **STEPHEN J. MCSHANE** who, being duly sworn, did say that he is the Chairman of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Kathleen Lyon
Notary Public for Oregon

STATE OF OREGON)
County of WASHINGTON) ss. MARCH 15, 2005

Personally appeared before me the above-named **SHIRLEY MOORE** who, being duly sworn, did say that she is the Secretary of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Kathleen Lyon
Notary Public for Oregon

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Washington County, Oregon 2007-052767
05/11/2007 02:16:01 PM
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\$10.00 \$5.00 \$6.00 \$11.00 - Total = \$32.00



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I, Richard Hobemicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.
Richard Hobemicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:

P. Stephen Russell III, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

**AMENDMENT
TO RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
KING CITY CIVIC ASSOCIATION**

CHICAGO TITLE INSURANCE COMPANY 1070515

Pursuant to the authority reserved in Article XIII, Section 1 of the Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association as recorded in the Washington County records on December 14, 2001, as Document No. 2001-130532 (the "Declaration"), the Association's Board of Directors hereby amends Article VII, Sections 6, 7 and 7.A of the Declaration to read in their entirety as follows:

Section 6. Garbage, Refuse and Compost. Rubbish, trash, garbage, compost and other waste shall be kept in sanitary containers and concealed from view. Rubbish, trash, garbage and other waste shall be regularly removed from the property. Garbage cans, trash containers, etc. may be in view the night before and on the day scheduled for trash collection.

Section 7. Architecture and Landscaping. Any addition, modification, or alteration to the exterior of any building or Lot shall require a completed application showing comments signed by Owner of all Lots having a border in common with such Lot and written approval by the Board.

A. Hedges, Fences, Walls, and Shrubs. No fences, hedges, or walls shall be placed in any Lot that abuts the golf course. On all Lots, no hedge, fence, wall or shrubbery shall exceed three (3) feet in height on the portion of the Lot between the Setback line of the house and the street, including corner Lots and cul-de-sacs. Shrubby within four (4) feet of the house foundation may exceed the three-foot limitation. On the remainder of the Lot the maximum height shall be six (6) feet. This Section 7.A. does not apply to the walls and fences previously established by the Neighborhood Associations. Replacement or alteration of these walls and fences does require compliance with this Section.

IN WITNESS WHEREOF, the undersigned President and Secretary hereby certify that the foregoing Amendment was duly adopted by not less than two-thirds (2/3) of the members of the Association's Board of Directors.



Gary Curtis

Gary Curtis, President

Shirley Moore

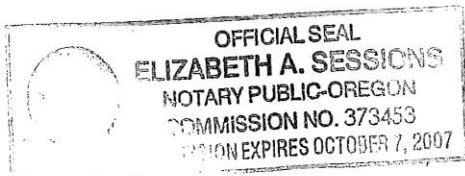
Shirley Moore, Secretary

STATE OF OREGON

County of WA

) APRIL 26, 2007
) ss. Shirley Moore, 2007 S.M.
)

Personally appeared before me the above-named **GARY CURTIS** who, being duly sworn, did say that he is the President of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Elizabeth A. Sessions

Notary Public for Oregon

STATE OF OREGON

County of WA

) APRIL 26, 2007
) ss. _____, 2007
)

Personally appeared before me the above-named **SHIRLEY MOORE** who, being duly sworn, did say that she is the Secretary of King City Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Elizabeth A. Sessions

Notary Public for Oregon

AFTER RECORDING, RETURN TO:

Vial Fotheringham LLP
17355 SW Boones Ferry Rd., Ste A.
Lake Oswego, OR 97035

GRANTOR: King City Civic Association, Inc.

GRANTEE: Public

Washington County, Oregon	2021-024427
D-R/BAM	
Stn=7 C LOUCKS	02/25/2021 03:05:13 PM
\$20.00 \$5.00 \$11.00 \$5.00 \$60.00	\$101.00
I, Joe Nelson, Interim Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Joe Nelson, Interim Director of Assessment and Taxation, Ex-Officio	

**2021 AMENDMENT
TO
RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
KING CITY CIVIC ASSOCIATION**

This 2021 Amendment to Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association (“**Amendment**”) is made this 23rd day of February, 2021, by the King City Civic Association, Inc., an Oregon nonprofit corporation (“**Association**”).

RECITALS

- A. King City Civic Association is a planned community located in Washington County, Oregon (the “**Community**”). The Association is governed by the following documents recorded in the records of Washington County, Oregon:
1. *Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association*, recorded December 14, 2001, as Document No. 2001-130532 in the records of Washington County, Oregon, including any amendments and supplements thereto (“**Declaration**”);
 2. *Restated Bylaws of the King City Civic Association*, dated October 24, 2001, including any amendments and supplements thereto (“**Bylaws**”);
 3. Plats of King City No. 1 through 20 (collectively, the “**Plat**”).
- B. The Association was formed pursuant to the Declaration and Bylaws, and is incorporated as King City Civic Association, Inc., an Oregon nonprofit corporation, by *Amended and Restated Articles of Incorporation of King City Civic Association*, filed January 15, 1999, with the Corporation Division, Oregon Secretary of State (“**Articles**”).
- C. As of January 1, 2002, the Community is a Class I Planned Community and subject to certain provisions of the Oregon Planned Community Act as provided in ORS 94.572, to the extent those statutes are consistent with the governing documents.
- D. The Board of Directors of the Association wishes to amend the Declaration in the manner set forth below.

NOW, THEREFORE, pursuant to Article XIII of the Restated Declaration, the Board of Directors of the Association hereby amends the Declaration in the manner set forth below.

I. Article VII, Section 2 of the Declaration is amended as follows:

Section 2 **Nuisance.** Noise levels shall be kept to those specified by governmental ordinances. Verbal and non-verbal abuse, harassment, intimidation, threatening, bullying, oppression of, or offensive language or activities directed at, any Association employee or contractor, including, without limitation golf course and office staff, by any Member or any Member's family member, guest, invitee or agent, will not be tolerated and will be deemed a nuisance subject to action by the Association against the Member. Without limiting the Board's general powers, the Board may adopt rules and regulations regarding noise and noxious and offensive activities. Members are responsible for abatement of any nuisance.


II. Article XII of the Declaration is amended to add a new Section 9 as follows:


Section 9. **Golf Course Assumption of Risk; Waiver; Indemnity.** A portion of the Association Property contains a golf course and related facilities which may be made available to the public or to Members. In some cases, golf balls may have sufficient force and velocity to do serious harm to persons, pets, improvements or personal property. All Members, for themselves and for their family members, tenants, visitors, guests, and invitees assume the risk of injury to persons or pets or of damage to property caused by the errant golf balls of users of the golf course, and waives each right such person may otherwise have against the Association, its directors, officers, committees, agents, employees, contractors, and representatives to the fullest extent permissible by law. This assumption of risk and waiver shall be for each injury resulting from the design, operation, and use of the golf course, or the location of a Lot, Unit, or other Association Property in relation to the golf course. Each Member also assumes the risk and waives all claims against the Association, its directors, officers, committees, agents, employees, contractors, and representatives for any injury to person or damage to property caused by the incidental trespass of users of the golf course in retrieving golf balls that may be on the Member's Lot or Unit.

Each Member shall defend, indemnify and hold the Association, its directors, officers, committees, from its agents, employees, contractors, and representatives harmless from any claims for such injury or damage to persons or property, and against all claims and liability, including without limitation, legal fees and costs, in the event any person or pet while on a Lot, in a Unit, or on Association Property, including, without limitation, the golf course, receives any injury or suffers property damage and thereafter seeks to recover against the Association or its directors, officers, committee members, agents, employees, contractors, or representatives for such injury or damage, whether directly or indirectly, or as a result of a third-party claim or cross claim.

III. Except as otherwise expressly provided in this document, all other provisions of the Declaration will remain in full force and effect.

KING CITY CIVIC ASSOCIATION, INC., an
Oregon nonprofit corporation

By: 
Robert Cavasher, President

By: 
Sandi Fuhrman, Secretary

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CERTIFICATION

The undersigned President and Secretary of King City Civic Association, Inc. hereby certify that the above 2021 Amendment to Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association has been adopted in accordance with Article XIII of the Declaration.

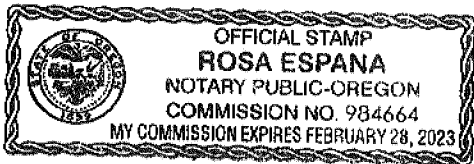
KING CITY CIVIC ASSOCIATION, INC., an Oregon nonprofit corporation

By: Robert Cavasher
Robert Cavasher, President

By: Sandi Fuhrman
Sandi Fuhrman, Secretary

STATE OF OREGON)
County of Washington) ss.

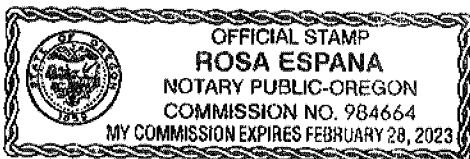
The foregoing instrument was acknowledged before me this 23 day of February, 2021, by Robert Cavasher, President of the King City Civic Association, Inc., an Oregon nonprofit corporation, on its behalf.



[Signature]
Notary Public for Oregon

STATE OF OREGON)
County of Washington) ss.

The foregoing instrument was acknowledged before me this 23 day of February, 2021, by Sandi Fuhrman, Secretary of the King City Civic Association, an Oregon nonprofit corporation, on its behalf.



[Signature]
Notary Public for Oregon