

**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.

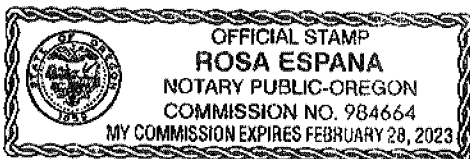
The foregoing instrument was acknowledged before me this 23 day of February, 2021, by Robert Cavasher, President of the King City Civic Association, Inc., an Oregon nonprofit corporation, on its behalf.



[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