

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	2022-072560
D-R/BAM	
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\$25.00 \$11.00 \$5.00 \$60.00	\$101.00
I, Joe Nelson, 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, Director of Assessment and Taxation, Ex-Officio County Clerk	

**2022 AMENDMENT
TO
RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
KING CITY CIVIC ASSOCIATION**

This 2022 Amendment to Restated Declaration of Covenants, Conditions, and Restrictions of King City Civic Association (“**Amendment**”) is made by King City Civic Association, Inc., an Oregon nonprofit corporation (“**Association**”).

RECITALS

- A. King City is a planned community located in Washington County, Oregon (the “**Community**”). The Community is governed by the following documents:
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, which are unrecorded, including any amendments and supplements thereto (“**Bylaws**”).
 3. Plats of King City No. 1 through 20 (collectively, the “**Plat**”).
- B. The Association is incorporated as an Oregon nonprofit corporation by *Amended and Restated Articles of Incorporation of King City Civic Association*, filed January 15, 1999, with the Oregon Secretary of State, Corporation Division (“**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 V, Section 3.A of the Declaration is amended to read as follows:

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, in full, on the first day of the fiscal year. Except as provided in subsections 3.C and 3.D, below, Regular Assessments become delinquent, if they are not paid in full, thirty (30) days after they are due. However, notwithstanding the due date, Owner-Members other than the King City Apartments may elect to enter into one of the alternative payment plans more fully described in Section 3.D, below. The King City Apartments shall continue to pay Regular Assessments as provided in Section 3.C, below.

II. Article V, Section 3 of the Declaration is amended to add a new subsection D, to read as follows:

Section 3. Regular Assessments.

D. Alternative Payment Plans.

1. The alternative payment plans for payment of Regular Assessments are as follows:

a. Quarterly payments, with 1/4th of the full Regular Assessment for the fiscal year due on January 1, April 1, July 1, and October 1 of the fiscal year); or

b. Ten (10) monthly payments, with 1/10th of the full Regular Assessment for the fiscal year due on first day of the month from January through October of the fiscal year.

2. A Member's Regular Assessments will not be considered delinquent if the election to utilize an alternative payment plan is made before the first day of the fiscal year and the Member adheres to the timelines of the elected payment plan until the Regular Assessments are paid in full for that fiscal year. However, for purposes of the Association's lien rights under this Declaration and Oregon law, the automatic lien shall be for the full amount of the Regular Assessments owing by the Unit or Lot for the fiscal year, regardless of any election to pay the Regular Assessments under one of the allowed alternative payment plans.

3. Election of an alternative payment plan shall be effected by an Owner-Member notifying the Association in writing of the Owner-Members intent to pay the Regular Assessments due for the Owner-Member's Unit or Lot under one of the alternative payment plans. To be effective, the writing making the election must be received by the Association before the first day of the fiscal year, must identify the Unit or Lot for which the election is being made, must identify which alternative payment plan is being selected (quarterly or ten-(10)-monthly), and must be submitted by the Owner-Member or the Owner-Member's agent. An election by a Resident-Member will not be accepted. A mailing sent to the Association's mailing address or an e-mail sent to the Association's e-mail address constitutes a sufficient writing. A text or a writing sent or e-mailed to a member of the Board shall not be sufficient notice of an election to use an alternative payment plan.

4. Notwithstanding an Owner-Member's election to pay the Regular Assessments for a fiscal year according to one of the alternative payment plans, if the Owner-Member sells the Owner-Member's Unit or Lot before the Regular Assessments for that Unit or Lot are paid in full for the fiscal year under the payment plan, the full amount of the Regular Assessments that remain owing for that Unit or Lot for the fiscal year shall be due and payable to the Association at closing of the sale. Any allocation of responsibility for the Regular Assessments paid to the Association shall be made solely between the selling Owner-Member and the buying Member-Owner without Association involvement.

5. Once an election has been made, a Member may not switch between the two alternative payment plans offered by the Association. Nevertheless, nothing in this section prohibits a Member who has elected to pay the Member's Regular Assessments according to an alternative payment plan from paying the fiscal year's Regular Assessments in full prior to the time specified by the alternative payment plan.

III. Article V, Section 7 of the Declaration is amended to read as follows:

Section 7. Delinquent Assessments.

A. Assessments are the personal obligation of the Owner-Member against whose Unit or Lot they are assessed, and, with the exception of Regular Assessments paid under one of the allowed alternative payment plans specified in Section 3.D, above, are delinquent thirty (30) days after they are due. If an Assessment is delinquent, the Association may recover all of the following:

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

B. Regular Assessments shall be delinquent as follows:

1. One-time annual payment (i.e., no election made): January 31.

2. Quarterly payments: Fifteen (15) days after due date (e.g., January 16, April 16, etc.).

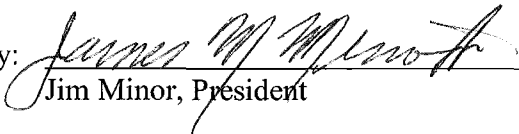
3. Ten (10) monthly payments: Ten (10) days after due date (e.g., January 11, April 11, etc.).

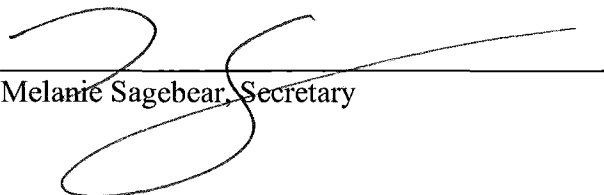
C. If a Member elects to utilize one of the alternative payment plans to pay the Regular Assessments, the Board may establish a late charge for each installment payment that is delinquent rather than a single late charge for the year (e.g., a late charge for a delinquent first-quarter payment, a late charge for a delinquent second-quarter payment, etc.)

IV. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.

Dated this ^{20th} day of December, 2022.

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

By: 
Jim Minor, President

By: 
Melanie Sagebear, Secretary

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CERTIFICATION

The undersigned President and Secretary of King City Civic Association, Inc. hereby certify that the above 2022 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.

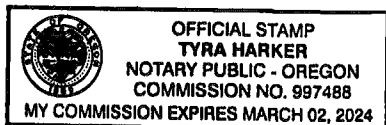
KING CITY CIVIC ASSOCIATION, INC., an Oregon nonprofit corporation

By: *James M. Minor*
Jim Minor, President

By: *Melanie Sagebear*
Melanie Sagebear, Secretary

STATE OF OREGON)
County of Clackamas) ss.

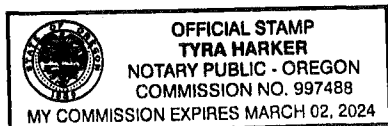
The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Jim Minor, President of the King City Civic Association, Inc., an Oregon nonprofit corporation, on its behalf.



Tyra Harker
Notary Public for Oregon

STATE OF OREGON)
County of Clackamas) ss.

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Melanie Sagebear, Secretary of the King City Civic Association, an Oregon nonprofit corporation, on its behalf.



Tyra Harker
Notary Public for Oregon