

1365

AMENDED DECLARATION OF RESTRICTIONS AND SUPPLEMENTAL DECLARATION
OF RESTRICTIONS OF THE DECLARATION OF RESTRICTIONS OF DITZ-CRANE
C. OREGON, INC.

This Amended Declaration, made this 9th day of December, 1975, by the homeowners of Tanglewood Townhouses as provided for in the Declarations recorded June 25, 1971, Fee Number 14564 of the film records of Clackamas County, Oregon, covering real property as shown on the plat which is attached hereto marked "Exhibit A" and made a part hereof:

WITNESSETH:

WHEREAS, The undersigned are at least 75% of the owners of the lots within the boundaries of TANGLEWOOD TOWNHOUSES, a subdivision of Block 10 of "Mountain Park No. 1", located in section 5, T. 2S., R1E., W.M. city of Lake Oswego, County of Clackamas, State of Oregon, as shown on the attached Exhibit "A"; and

WHEREAS, the undersigned desire to amend and supplement said Declaration of Restriction of Ditz-Crane of Oregon, Inc., for the benefit of such property and its present and subsequent owners as hereinafter specified, so that the declarations of restrictions heretofore recorded together with these supplements and amendments shall become and are hereby made a part of all conveyances of property within said plat of Tanglewood Townhouses, and they shall apply thereto as fully and to the same effect as if set forth in full therein. Any paragraph references made herein refer to the paragraphs in the original declaration of restriction;

NOW, THEREFORE, the undersigned amend said restrictions as follows:

1. Amendment of Declarations of Restrictions of Ditz-Crane of Oregon, Inc., Article IV Section 4.3 to increase the maximum annual assessment to \$384.00 as provided for therein;
2. Amendment of Declarations of Restrictions of Ditz-Crane of Oregon, Inc. Article VIII Section 8.1 as follows:

"8.1 Maintenance of Common Areas and Exterior Maintenance.
The Association shall maintain or provide for the maintenance of the common properties, and in addition, the Association shall provide exterior maintenance upon and for each lot subject to assessment hereunder, including, without being limited to, the following: repair, replace roofs, gutters, downspouts, trees, exterior improvements. Such exterior maintenance shall not include glass surfaces, paint and stain or treatment of cedar roofs. In the event that the need for such maintenance or repair is caused through the willful or negligent act of omission of the owner, his family, tenants, guest or invitees, the cost of such

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C. OREGON, INC.

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WITNESSETH:

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WHEREAS, the undersigned desire to amend and supplement said Declaration of Restriction of Ditz-Crane of Oregon, Inc., for the benefit of such property and its present and subsequent owners as hereinafter specified, so that the declarations of restrictions heretofore recorded together with these supplements and amendments shall become and are hereby made a part of all conveyances of property within said plat of Tanglewood Townhouses, and they shall apply thereto as fully and to the same effect as if set forth in full therein. Any paragraph references made herein refer to the paragraphs in the original declaration of restriction;

NOW, THEREFORE, the undersigned amend said restrictions as follows:

1. Amendment of Declarations of Restrictions of Ditz-Crane of Oregon, Inc., Article IV Section 4.3 to increase the maximum annual assessment to \$384.00 as provided for therein;
2. Amendment of Declarations of Restrictions of Ditz-Crane of Oregon, Inc. Article VIII Section 8.1 as follows:

"8.1 Maintenance of Common Areas and Exterior Maintenance.
The Association shall maintain or provide for the maintenance of the common properties, and in addition, the Association shall provide exterior maintenance upon and for each lot subject to assessment hereunder, including, without being limited to, the following: repair, replace roofs, gutters, downspouts, trees, exterior improvements. Such exterior maintenance shall not include glass surfaces, paint and stain or treatment of cedar roofs. In the event that the need for such maintenance or repair is caused through the willful or negligent act of omission of the owner, his family, tenants, guest or invitees, the cost of such

maintenance or repairs may, in the discretion of the directors, be added to and become a part of the assessment to which such dwelling unit or lot is subject, and a lien thereon enforceable in the same manner as an assessment. Damage from causes not covered by insurance maintained by the Association and other than normal wear from use shall be the responsibility of each Owner and not included in the maintenance provided by the Association. If such Owner does not commence repair of such damage within 30 days and complete the repair with a reasonable time, the Association may make such repair for Owner's account, and the cost thereof shall be added to and become a part of the assessment to which such Lot is subject and a lien thereon enforceable in the same manner as an assessment. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior paint and stain and the interior of his own dwelling unit."

3. Amendment of Declarations of Restrictions of Ditz-Crane of Oregon, Inc., Article VIII section 8.2 as follows:

"8.2 Owners to Paint Exteriors and Provide Treatment As Necessary For the Cedar Roofs. The Owners are charged with the duty to paint and stain the exteriors of their individual dwelling unit and to provide treatment as necessary for the cedar roofs. Each owner shall cause his dwelling to be painted and stained at least once every five (5) years or more often if necessary. Owners and occupants are expressly prohibited from changing the color or structure of the exterior of any building, garage, fence or wall without written approval of the board of directors.

In the event there is a need for exterior paint and stain or treatment of the cedar roof or an Owner does not paint the exterior of his dwelling at least once every five (5) years and after notice is given to said owner by the Board of Directors and the owner does not paint and stain the exterior within 30 days after the receipt of said notice, the Association may paint and stain the dwelling for Owner's account, and the cost thereof shall be added to and become a part of the assessment to which such lot is subject and a lien thereon enforceable in the same manner as an assessment."

IN WITNESS WHEREOF, the undersigned, being at least 75% of the owners of the lots of TANGLEWOOD TOWNHOUSES, have hereunto set their hands and seal on this 30th day of December, 1975.

Peter V. Pastore

8 Britten Court

Michael A. Pastore

Thomas A. O'Leary

19 Bloch Terrace

Elizabeth O'Leary

1 Bloch Terrace

14 Britten Court

9 Bloch Terrace

16 Britten Court

Phyllis Campbell

Elizabeth M. Colangelo

4 Bloch Terrace

Robert A. Colangelo

12 Britten Court

Lillian Riggert

John P. Paluszak

5 Bloch Terrace

Frank Paluszak

7 Britten Court

21 Bloch Terrace

6 Bloch Terrace

Harriet W. Stiles

13 Britten Court

27 Bloch Terrace

7 Bloch Terrace

Grace Stiles

Carole Stiles

17 Britten Court

33 Bloch Terrace

17 Bloch Terrace

5 Britten Court

STATE OF OREGON)
County of Clackamas) ss.

On this 30th day of December 1975, before me appeared the above parties who represent at least 75% of the lot owners of Tanglewood Townhouses and being first duly sworn, acknowledged that they signed the foregoing document in the capacities set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 30th day of December, 1976.

Joe Lynn Smith
Notary Public for Oregon
My Commission expires 2-11-79
8-29-76

After recording return to:

STUART O. KENDALL, Esq.
ATTORNEY AT LAW
425 Second Street
Lake Oswego, Oregon 97034

STATE OF OREGON }
County of Clackamas } ss.
1. George D. Pappen, County Clerk, Ex-Officio Clerk
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon,
the County of Clackamas, do hereby certify that
the within instrument of writing was received
and recorded in the records of said county.

17-26117

Witness my hand and seal affixed,
GEORGE D. POPPE
County Clerk
George D. Poppe
Recording Certificate #6 5/17/13
Deputy

Mr Park #1 BLK 10

CTY OF LAKE OSWEGO, PARK NO 1, LOCATED IN SECTION 5, T. 2 S., R. 1 E., W. M.
SCALE 1:50.

MOUNTAIN PARISHES, BURRAY, O. MCCORMICK, INC.,
POORLAND, OREGON.

DURAY O. MCCORMICK, INC.
POTRASCO, MASS.

418

1481

**LAKEVIEW,
A SUBDIVISION OF BLOCK 10, OF "MOUNTAIN PARK M.", LOCATED IN SECTION 5, T. 2 S., RUE, W. M.
CITY OF LAKE OSWEGO, COUNTY OF CLACKAMAS, STATE OF OREGON.**

MURRAY & MCCORMICK, INC.
PAPER MACHINERY DIVISION

SURVEYOR'S CERTIFICATE

ACKNOWLEDGEMENTS

DEDICATION

1912-1913

1920-21
- Winter

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CONTINUATION

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BOARD OF COUNTY COMMISSIONERS
APPROVED - Vol. 55. - - - - - 1971.
Frank McLean - Chairman
James R. Blakely - Commissioner
John C. Johnson - Commissioner

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AMENDED DECLARATION OF RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS OF THE DECLARATION OF RESTRICTIONS OF DITZ-CRANE OF OREGON, INC.

This Amended Declaration, made this 27 day of May, 1980, by the homeowners of Tanglewood Townhouses as provided for in the Declarations recorded June 25, 1971, Fee Number 14564 of the film records of Clackamas County, Oregon, covering real property as shown on the plat which is attached hereto marked "Exhibit A" and made a part hereof:

WITNESSETH:

WHEREAS, The undersigned are at least 75% of the owners of the lots within the boundaries of TANGLEWOOD TOWNHOUSES, a sub-division of block 10 of "Mountain Park No. 1", located in section 5, T. 25, R1E, W.M. City of Lake Oswego, County of Clackamas, State of Oregon, who were present in person or by proxy and voted at the meeting held May 27, 1980, as shown on the attached pages, and

WHEREAS, The undersigned desire to amend and supplement said Declarations of Restrictions of Ditz-Crane of Oregon, Inc., and the amendment of Declarations of Ditz-Crane of Oregon, Inc., Article VIII, Section 8.1 and Section 8.2 passed December 9, 1975 and duly recorded February 17, 1976 in the records of Clackamas County, Oregon (Fee #76-5074), for the benefit of such property and its present and subsequent owners as hereinafter specified, so that the declarations of restrictions heretofore recorded together with the supplant and amendment shall become and is hereby made part of all conveyances of property within said plat of Tanglewood Townhouses, and it shall apply thereto as fully and to the same effect as if set forth in full therein. Any paragraph reference made herein refers to the paragraph in the original declaration of restrictions:

NOW, THEREFORE, the undersigned amend ARTICLE VIII of said restrictions as follows:

- 8.1 Maintenance of Common Areas and Exterior Maintenance.
The Tanglewood Townhouse Association will provide exterior maintenance as follows: repair gutters and downspouts; take care of shrubs, grass, landscaped areas, walks, streets, and alleys. Exterior maintenance will not include: (1) replacement, repair, or treating of cedar roofs; (2) care of glass surfaces; (3) painting or maintenance of any exterior surface. Each lot owner will be responsible for maintenance or repair of the exterior of his home except for gutters and downspouts.
- 8.2 Owners to Paint Exteriors and Treat and Replace as Necessary the Cedar Roofs. If in the opinion of the Board of Directors, the exterior of a house needs to be stained or painted or the roof replaced or treated, it must be done by the owner. If the owner does not provide such maintenance or repair within 90 days of notice from the Board of Directors, the Association will arrange to have the work done and bill the owner. If payment is not made by the owner to the Association, his property will be liened.

IN WITNESS WHEREOF, the undersigned, being at least 75% of the owners of the lots of TANGLEWOOD TOWNHOUSES, have hereunto set their hands and seal on this 27 day of May, 1980.