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I, Christine Walker, County Clerk for Jackson County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
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Christine Walker - County Clerk

**AMENDED & RESTATED DECLARATION OF CONDOMINIUM FOR
MOUNTAIN MEADOWS PARKSIDE**

GRANTOR(S):	MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION, an Oregon nonprofit corporation
GRANTEE(S):	MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION; MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM, PER THAT CERTAIN CONDOMINIUM DECLARATION RECORDED AT JACKSON COUNTY RECORDER'S NO. 98- 35222, AS AMENDED OF RECORD
REFERENCE NO(S). OF RELATED DOCUMENT(S):	98-34428; 98-35222; 99-56600; 00-17710; 01- 16299; 99-56600; 00-17711; 01-16298; 2007- 008006; 2010-028445; 2010-028446; 2012-022839

**AMENDED & RESTATED DECLARATION
OF THE MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION**

WHEREAS, on July 30, 1998, Declarant recorded that certain instrument entitled “Declaration of the Mountain Meadows Condominium Association” in the real property records of Jackson County at Jackson County Recorder’s No. 98-35222 (the “Original Declaration”), and recorded a condominium plat contemporaneously therewith at Jackson County Recorder’s No. 98-34428 (the “Condo Plat”), thereby creating Mountain Meadows Parkside Condominium (the “Condominium”) under the Oregon Condominium Act at ORS 100.005 *et seq.* (the “Condominium Act”); and

WHEREAS, the Original Declaration was subsequently amended or supplemented seven times by instruments recorded in the real property records of Jackson County under the following recording numbers: 99-56600 (Supplemental Declaration for Stage 2); 00-17711 (Supplemental Declaration for Stage 3); 01-16298 (Supplemental Declaration for Stage 4); 2007-008006 (Amendment); 2010-028445 (First Amendment), 2010-028446 (Second Amendment), 2012-022839 (Third Amendment); and

WHEREAS, the Mountain Meadows Parkside Condominium Association (the “Association”) believes that the while the Original Declaration has served the purposes for which it was created, it contains provisions that are inconsistent and ambiguous that render it less than ideal for the Association’s purposes, and lacks modern provisions consistent with the Condominium Act that would assist the Association in its current operations; and

WHEREAS, the Board believes the amendments contained herein are in the best interests of the Association; and

WHEREAS, consistent with ORS 100.135 and pursuant to Section 17.1 of the Original Declaration, as amended, not less than a majority of the Board of Directors proposed the Amended & Restated Declaration herein and, after notice to all of the Owners entitled to vote thereon was given, Owners holding not less than seventy-five percent (75%) of the votes in the Association consented to the amendments herein by written ballot in accordance with the procedure of ORS 100.425; and

WHEREAS, the Amended & Restated Declaration does not qualify as a material amendment under Section 14.5 of the Original Declaration because none of the provisions listed in that section were substantively amended and because no Unit Mortgagee had requested notice of amendments at the time of the vote, no such consent was requested;

NOW THEREFORE, the President and Secretary of the Association’s Board of Directors certify that the Original Declaration, as amended, shall be further amended in the following particulars:

- A. ***AMENDED & RESTATED.*** *The Original Declaration, as amended, shall be completely amended and restated by this Amended & Restated Declaration.*
- B. ***EXHIBITS REPLACED.*** *All Exhibits to the Original Declaration, as amended, shall be replaced by the Exhibits attached to this Amended & Restated Declaration.*
- C. ***SURVEY MAP UNCHANGED.*** *The Plat Map, as amended, is unchanged hereby and shall remain in effect.*
- D. ***RECORDING.*** *This Amended and Restated Declaration shall take effect upon recording in the real property records of Jackson County.*

**AMENDED & RESTATED DECLARATION OF CONDOMINIUM FOR
MOUNTAIN MEADOWS PARKSIDE**

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS	1
ARTICLE 2. DECLARATION CONSTRUCTION & VALIDITY	5
ARTICLE 3. DESCRIPTION OF CONDOMINIUM.....	5
ARTICLE 4. RESIDENTIAL UNITS	7
ARTICLE 5. COMMERCIAL UNITS	11
ARTICLE 6. COMMON ELEMENTS	14
ARTICLE 7. USE RESTRICTIONS	17
ARTICLE 8. DEVELOPMENT RIGHTS & SPECIAL DECLARANT RIGHTS.....	18
ARTICLE 9. CONDOMINIUM OWNERS’ ASSOCIATION	18
ARTICLE 10. PROTECTION OF MORTGAGEES	19
ARTICLE 11. CONDEMNATION	20
ARTICLE 12. AMENDMENTS TO DECLARATION.....	21
ARTICLE 13. MISCELLANEOUS	23
EXHIBIT A. LEGAL DESCRIPTION OF PROPERTY IN THE CONDOMINIUM	
EXHIBIT B. UNIT DATA & ALLOCATED INTERESTS	
EXHIBIT C. ASSIGNED STORAGE	

ARTICLE 1. DEFINITIONS

1.1 Words Defined. The following definitions apply wherever such terms are capitalized as used herein or in the Bylaws. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably. The definitions in this Declaration may differ from similar terms as defined in the Oregon Condominium Act, where the Act so allows, in order to clarify or supplement those terms, but shall not be interpreted to create impermissible conflicts with the Act.

1.2 “Act” shall mean the Oregon Condominium Act at ORS 100.005 *et seq.*, as it may be amended from time to time.

1.3 “Age-Qualified Person” shall mean a permanent occupant of a Unit that is at least fifty-five (55) years old.

1.4 “Allocated Interest” shall mean the undivided interest in the Common Elements that each Unit is assigned in accordance with the formula set forth in Section 4.4 and as specified in Exhibit B.

1.5 “Architectural Standards” shall mean any construction, design or aesthetic standards or requirements adopted by the Board by Rule that establish standards for alterations of Units to be applied by the Parkside Architectural Review Committee.

1.6 “Assessment” shall mean any charge imposed or levied by the Association on or against a Unit Owner or Unit pursuant to the Act or the Governing Documents, including without limitation, any regular Assessment, Special Assessment, Individually Allocated Assessment, fine, fee for services, interest and late charges on any delinquent account, and any and all costs incurred by the Association, including attorneys’ fees, in connection with the collection of delinquent Assessments or enforcement of any provision of the Governing Documents.

1.7 “Association” shall mean the non-profit mutual benefit corporation currently known as “Mountain Meadows Parkside Condominium Association” and any successor entity thereof, identified in ARTICLE 9, which has been organized to manage the affairs of the Condominium consistent with the Act and the Governing Documents.

1.8 “Board of Directors” or “Board” shall mean the governing body of the Association with authority to act on behalf of the Association.

1.9 “Building” shall mean one of the three (3) multiple-Unit buildings in the Condominium, including Golden Aspen, Birch, and Cottonwood.

1.10 “Bylaws” shall mean the corporate Bylaws of the Association, as amended from time to time.

1.11 “Capital Addition” shall mean the addition of real property or the addition of a significant improvement to the Condominium that is not for the purpose of restoring, repairing or replacing pre-existing portions of the Condominium for which the Association has the maintenance obligation.

1.12 “Common Elements” shall mean all portions of the Condominium exclusive of Units, and shall include the General Common Elements and the Limited Common Elements, as further described in ARTICLE 6.

1.13 “Common Expenses” shall mean all expenses of the Association, including allocations to reserves, as provided in the Bylaws.

1.14 “Condemnation” shall mean any proceeding or procedures by which a public entity, or other lawful authority with the power to condemn, asserts a right to take private property for public use through the power of eminent domain, and shall include such procedures incident thereto, such as the sale, transfer, dedication, disposition, or creation of any easement or other real property interest under threat of or in avoidance of such a taking.

1.15 “Condominium” shall mean Mountain Meadows Parkside Condominium, consisting of the real property subjected to condominium ownership pursuant to the Original Declaration and the Plat Maps, as amended or supplemented of record, and all Buildings, improvements or other structures thereon, and any easements, rights, or appurtenances benefitting such property.

1.16 “Declarant” shall mean Mountain Meadows, LLC, an Oregon limited liability company and any person or entity to which any special declarant right was transferred, or any other person or entity as so determined under the Act.

1.17 “Declaration” shall mean this Amended & Restated Declaration for Mountain Meadows Parkside Condominium, and any subsequent amendments thereto.

1.18 “Director” shall mean a member of the Board of Directors.

1.19 “General Common Elements” shall mean those portions of the Common Elements that are not Limited Common Elements, as further described in Section 6.2.

1.20 “Governing Documents” shall mean the collective group of documents that control the governance and administration of the Condominium and the Association, consisting of this Declaration, the Plat Maps, Bylaws, the Articles of Incorporation, and the Rules, or any other recorded instrument containing provisions binding the Condominium or the Association, as any of them may be amended from time to time.

1.21 “High Risk Components” shall mean certain components of or items within Units that pose a particular risk of damage to the Common Elements or other Units if they are not properly and timely inspected, maintained, repaired, or replaced, as designated by the Board in the Rules.

1.22 “Individually Allocated Assessment” shall mean an Assessment for certain expenditures or liabilities of the Association that may be levied upon one or more individual Units or Owners in accordance with the Act, this Declaration or the Bylaws as further provided in the Bylaws.

1.23 “Lease” shall mean the grant of a right to exclusive use or occupancy of a Unit to someone other than a close family member (meaning only those persons related to the Unit Owner by blood, marriage, domestic partnership or lawful adoption), in exchange for receiving money or other goods or services of value, regardless of the duration of the lease or rental, the form of agreement, or payor.

1.24 “Limited Common Elements” shall mean those portions of the Common Elements that are described, reserved, or assigned in this Declaration for the use of the Owners of one or more Units, to the exclusion of other Unit Owners, as further described in Section 6.3.

1.25 “Manager” shall mean a person or entity engaged by the Board on behalf of the Association to assist in administration or management of any portion of the Condominium or the Association.

1.26 “Master Association” shall mean the nonprofit corporation known as “Mountain Meadows Owners Association” that has been organized to manage the affairs of the Mountain Meadows Planned Community.

1.27 “Master Association Governing Documents” shall mean the collective group of documents that control the governance and administration of the Mountain Meadows Planned Community and the Master Association, consisting of the 2016 Amended & Restated Declaration for Mountain Meadows Planned Community, dated January 22, 2016 and recorded in the real property records of Jackson County, Oregon under recording number 2016-001848; the 2016 Amended & Restated Bylaws for Mountain Meadows Planned Community, dated January 22, 2016 and recorded in the real property records of Jackson County, Oregon under recording number 2016-001849, and the Master Association Rules as promulgated by the Master Association Board of Directors, as any of them may be amended from time to time.

1.28 “Mortgage” shall mean a recorded mortgage, deed of trust or real estate installment sales contract against any Unit.

1.29 “Mortgagee” shall mean the lender or other party having a security interest in a Unit pursuant to a Mortgage.

1.30 “Mountain Meadows Planned Community” shall mean the planned community that includes the Mountain Meadows Parkside Condominium as well as other property identified in the plat maps entitled “Mountain Meadows Subdivision Phase 1” and “Mountain Meadows Subdivision Phase 2”, recorded in the property records of Jackson County, Oregon, at recording numbers 1995-996704 and 1996-997500, respectively, which community was established by the recording of the instruments entitled “Covenants, Conditions and Restrictions of Mountain Meadows Owners’ Association” recorded in the property records of Jackson County, Oregon at recording number 1996-24900, as amended.

1.31 “Notice and Opportunity to be Heard” shall mean the enforcement procedures established by Rule pursuant to which Owners are provided with written notice of an alleged violation of the Governing Documents or other finding by the Board, and the method by which the Owner may request a hearing before the Board or committee of the Board in relation to the contents of the notice, as further described in the Bylaws.

1.32 “Original Declaration” shall mean the instrument titled “Declaration of the Mountain Meadows Parkside Condominium Association,” recorded in the real property records of Jackson County, Oregon at Jackson County Recording No. 98-35222.

1.33 “Owner” shall have the same meaning as “Unit Owner.”

1.34 “Parkside Architectural Review Committee” or “PARC” shall mean the committee of the Board established to review Owner applications for Unit alterations as further described in Section 4.10 and in the Bylaws.

1.35 “Plat Maps” shall mean the instrument entitled “Mountain Meadows Parkside Condominium, Stage 1,” recorded in the real property records of Jackson County at Jackson County Recording No. 98-34428, along with the Stage 2 plat at Jackson County Recording No. 99-56600, the Stage 3 plat at Jackson County Recording No. 00-17710, the Stage 4 plat at Jackson County Recording No. 01-16299; and any amendments thereto.

1.36 “Rules” shall mean the rules and regulations adopted by the Association pursuant to the Act and the Declaration and Bylaws, including, but not limited to, house rules, regulations, resolutions, fine schedules, fee schedules, collection policies, enforcement policies and other policies as adopted, amended, or revised by the Board from time to time.

1.37 “Tenant” shall mean a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other person or entity occupying a Unit subject to a Lease.

1.38 “Total Voting Power” shall mean the total of all votes assigned to the Units, irrespective of other conditions precedent to voting and regardless of the number of votes represented at any meeting.

1.39 “Unit” shall mean a physical portion of the Condominium designated for separate ownership, as further identified and described in ARTICLE 4.

1.40 “Unit Owner” shall mean the record owner of a fee simple interest in a Unit, including any natural person, corporation, partnership, limited liability company, association, trustee or other legal entity; or in the event any Unit is sold under a recorded real estate installment sales contract, the record vendee or vendees (buyers) under said contract.

1.41 “Unit Voting Power” shall mean the number of votes or voting power associated with a single Unit.

1.42 “Unit Users” or “Users” shall mean the Unit Owners and occupants of Units, as well as their Tenants, agents, guests, invitees and licensees.

ARTICLE 2. DECLARATION CONSTRUCTION & VALIDITY

2.1 Consistent with the Act. The Condominium was created pursuant to the Act by recording the Original Declaration and subjecting the property within the Plat Maps thereto. The creation of the Condominium shall not be impaired, and title to a Unit and the Owners' interests in the Common Elements shall not be rendered unmarketable or otherwise affected by, an insignificant failure of the Original Declaration, this Declaration, the Plat Maps, or any amendment thereto, to comply with the Act. In the event of an unresolvable conflict between this Declaration and the Act, the Act shall prevail.

2.2 Liberally Construed. The contents of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of this Condominium under the Act. Insofar as it affects this Declaration and the Condominium, the provisions of the Act and other applicable laws shall be liberally construed to effectuate the intent and purpose of this Declaration and any amendments thereto.

2.3 Covenants Run with the Land and Bind Owners. Unless and until the Condominium is terminated, the terms of this Declaration, as may be lawfully amended, including all of the covenants, conditions, restrictions, easements and reservations stated herein, constitute covenants and/or equitable servitudes, and are intended to run with the land and bind any Owners thereof in perpetuity, regardless of the manner of acquisition of Units. The rule against perpetuities may not be applied to defeat any provision of this Declaration or the other Governing Documents.

ARTICLE 3. DESCRIPTION OF CONDOMINIUM

3.1 Name. The name of the Condominium is "Mountain Meadows Parkside Condominium."

3.2 Legal Description. The real property comprising the Condominium originally owned by Declarant in fee simple is legally described in Exhibit A and in the Plat Maps.

3.3 Mountain Meadows Planned Community. The Condominium is located within the Mountain Meadows Planned Community and as such, is subject to the provisions of the Master Association Governing Documents to the extent provided therein, provided such provisions are consistent with the Planned Communities Act at ORS 94.550 through 94.785. Owners of Units within the Condominium are members of both the Mountain Meadows Parkside Condominium Association and the Mountain Meadows Owners Association.

3.4 Senior Living Restriction. The Condominium is designated as housing for older persons under the Fair Housing Act for primary occupation by senior citizens. To ensure continuance of this designation, the Association shall have the power and authority to ensure that at least eighty percent (80%) of the Residential Units are occupied by at least one person who is fifty-five (55) years old or older; and Owners shall comply with any procedures designed to verify such occupancy. The Master Declaration may require a higher percentage.

3.5 Description of Buildings & Improvements. The Condominium is comprised of land and improvements developed in stages, including two (2) three-story wood-frame buildings containing twenty-one (21) and twenty-six (26) Residential Units respectively, and one (1) three-to-four-story building containing forty-one (41) Residential Units and seven (7) Commercial Units, for a grand total of three (3) buildings containing eighty-eight (88) Residential Units and seven (7) Commercial Units.

3.6 Access Easement. The Condominium, Association, and all Unit Owners and Unit Users shall have a permanent, nonexclusive 12-foot (12') wide easement for pedestrian and vehicular ingress and egress to the Condominium from Skylark Drive over Mountain Hill Estates as provided in that certain easement to be recorded in the real property records of Jackson County.

3.7 Other Easements.

3.7.1 Each Unit and all Common Elements have an easement in and through the other Units and the Common Elements for access to the Unit, for support, and for utility, wiring, heat, plumbing and other service elements, and for reasonable access required to effectuate and continue proper operation of the Condominium.

3.7.2 Each Unit and all Common Elements have an easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to Building or other structural overhang, or projection. There shall be valid easements for the maintenance of the encroaching Buildings, garages, fences and Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

3.7.3 The Condominium may also be subject to any other easements or encumbrances as provided in the Act or other applicable law, this Declaration, the Plat Maps, or other recorded instrument. The specific mention or reservation of any easement in this Declaration shall not be interpreted to limit or negate any other easements provided for by law.

3.7.4 The Association may grant additional leases, easements, rights of way, and licenses and other similar interests affecting the Common Elements and may consent to vacation of roadway within and adjacent to the Condominium as provided in the Bylaws.

ARTICLE 4. RESIDENTIAL UNITS

4.1 Number of Units. There are eighty-eight (88) Residential Units and seven (7) Commercial Units in the Condominium.

4.2 Identification of Units. The numbering, location and configuration of each Unit is shown on the Plat Maps. The physical characteristics of the Units are set forth in Exhibit B, including the following Unit data:

- (a) Unit number;
- (b) Unit address;
- (c) Approximate area of the Unit, in square feet; and
- (d) The Allocated Interest associated with each Unit.

4.3 Unit Boundaries. The physical boundaries of a Unit constructed in substantial accordance with the original Plat Maps become its boundaries, rather than the metes and bounds expressed in the Plat Maps, regardless of settling or lateral movements of the Buildings or minor variances between boundaries shown on the Plat Maps. The boundaries of the Units are the walls, floors, and ceilings of the Units.

4.3.1 Except as provided in Section 4.3.2, the following areas and components are part of or within the Unit:

4.3.1.1 all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof within the boundaries of a Unit;

4.3.1.2 All spaces, interior partition walls, and other fixtures and improvements within the boundaries of a Unit; and

4.3.1.3 All appliances, outlets and controls of utility services within the boundaries of a Unit, such as thermostats, electrical switches and outlets.

4.3.2 The General Common Elements as described in Sections 6.2.3 and 6.2.4 and the Limited Common Elements as described in Sections 6.3.2 and 6.3.3 are not part of the Unit even though they may be within the boundaries of the Unit.

4.4 Allocated Interests. Exhibit B sets forth the Allocated Interest of each Unit, generally based on the relative area of the Units and expressed as a percentage of the whole so that the total of all Allocated Interests for all Units equals 100%. The Allocated Interests represent the Owners' undivided interests in the Common Elements and share of liability for Common Expenses for the purpose of calculating certain Assessments as specifically provided in the Bylaws.

4.5 Unit Voting Power. The Unit Voting Power of each Unit as designated on the Plat Maps is one (1) vote. The Total Voting Power is therefore ninety-five (95) votes. The means and methods by which Owners exercise their Unit Voting Power is provided in the Bylaws.

4.6 Residential Character. The Residential Units within the Condominium are intended for and restricted to residential use on an ownership, rental, or lease basis, and for social, recreational and other reasonable activities normally incident to residential use, without regard to whether the Unit Owner resides in the Unit as a primary or secondary residence, and including use as a home office that does not involve use by nonresident employees or regular visits by customers or clients.

4.7 Leasing. The following provisions apply to the Lease of a Residential Unit:

4.7.1 To maintain the senior community status of the Master Association, Owners may only rent to Tenants who qualify under the occupancy requirements of ARTICLE 7 of the Master Association Declaration.

4.7.2 Owners may not lease or rent less than the entire Unit. No Owner may rent the Unit for transient or hotel purposes or for a period of less than thirty (30) days, including through short-term rental companies. Subleases are prohibited. Any agreement for the Lease of a Unit shall be in writing and shall expressly provide that the Governing Documents have been provided to the Tenant, that the Unit, Tenant, and any of Tenant's Users, are subject to the provisions of the Governing Documents, and that violation of those provisions shall constitute default of the Tenant under the Lease. A lease addendum containing these terms may be available by the Association. Owners shall provide a copy of the Lease to the Board prior to occupancy of the Unit. Owners shall also comply with any leasing provisions contained in the Master Association Declaration.

4.7.3 Except as provided in Section 4.7.4, Owners desiring to Lease their Units may do so, but only with the prior, written permission of the Board. Such permission shall be promptly granted unless: (a) the Owner is delinquent in the payment of any Assessments, (b) the Lease of the Unit would exceed the limit of forty-three (43) Residential Units being leased at any particular time, or (c) if the Unit will not be occupied by an Age-Qualifying Person.

4.7.4 The Board shall not deny permission to Lease a Unit based on the rental limit described in Section 4.7.3 if the Owner qualifies under one of the exceptions in this Subsection 4.7.4. However, Units Leased under one of these exceptions shall count towards the rental limit to the extent that the limit has not already been reached:

4.7.4.1 Owners whose Units were being Leased at the time of the recording of this Declaration shall be grandfathered, such that the particular Owners may not be denied permission to Lease their Units by reason of the rental limit, provided that an Owner's exemption from the rental limit under this subsection shall expire upon sale or other conveyance of the Unit, and the subsequent Owners of such Unit shall be subject to the rental limit in all respects.

4.7.4.2 Owners prohibited from Leasing their Units due to the rental limit may nonetheless be granted permission to Lease if the Board finds, in its sole discretion, that denying the Owner the ability to Lease the Unit would create a

substantial hardship for the Owner. The Board may, by Rule, define “substantial hardship” or provide the standards utilized by the Board to evaluate claims of substantial hardship.

4.7.5 If the rental limit has already been reached at the time of the Owner’s request to Lease and the Owner does not qualify for one of the exceptions in Section 4.7.4, the Owner shall be placed on a waiting list, which shall be administered in accordance with reasonable Rules adopted by the Board that provide procedures for tracking the rental limit and exceptions thereto, determining when an Owner’s permission to Lease has expired, notifying Owners of the availability to Lease within the limit, and giving Owners on the waitlist a reasonable opportunity to Lease their Unit when it is their turn to do so.

4.7.6 Except as provided in Section 4.7.4, to assure fair opportunity for Owners to Lease their Units, once the Board has granted approval to do so, the Owner’s ability to Lease the Unit automatically terminates upon the first of the following events: (a) Owner’s election to terminate the right to Lease; (b) Owner occupancy of the Unit; (c) failure to re-Lease the unit within 90 days of termination or expiration of the prior Tenant’s Lease, or (d) sale or other conveyance of the Unit. Owners whose rights to Lease expire in accordance with this Section shall be required to comply with Section 4.7.3 to Lease their Unit after such termination.

4.7.7 The Board may adopt reasonable Rules to aid in the interpretation, clarification or enforcement of these provisions and to provide for reasonable fees to be paid by Owners Leasing their Units for services relating to administration of the waiting list, tracking of Leases, notices to Tenants if and when required, moving in or out, and for any extraordinary use of the Common Elements.

4.8 No Impairment of Insurance. Nothing shall be done or kept by any Owner in a Residential Unit that will increase the Association’s insurance premiums without the prior, written permission of the Board, which permission may be contingent upon the Owner paying such increase. No Owner shall permit anything to be done or kept that will result in the cancellation of the Association’s or the Unit Owner’s insurance for any part of the Condominium.

4.9 Conveyance of Units; Notice Required. The right of an Owner to sell or convey a Residential Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf except that, to maintain the Condominium’s status as designated senior housing, Owners who wish to sell to a buyer who does not intend that an Age-Qualified Person occupy the Unit, shall require the prior, written permission of the Board. Such permission shall be granted so long as the sale would not result in fewer than eighty percent (80%) of the Units being occupied by Age-Qualified Persons or such higher percentage as may be required by the Master Association Declaration. An Owner intending to convey a Unit shall deliver a written notice to the Board or Manager prior to closing specifying the Unit being sold, the name and address of the purchaser, a statement that the buyer has or will acknowledge the senior housing designation and that the buyer intends that the Unit will be

occupied by an Age-Qualified Person, the closing agent, the title insurance company insuring the purchaser's interest; and the estimated closing date.

4.10 Alteration of Residential Units. Alteration of Residential Units shall require the approval of the Parkside Architectural Review Committee to the extent provided in the Bylaws and may thereafter require the approval of the Master Association Architectural Review Committee as provided in the Master Association Bylaws.

4.11 Boundary Relocation & Unit Combination. Residential Units may not be subdivided. Owners of adjacent Residential Units may relocate the boundaries between the Units or combine the Units and remove or alter an intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, upon the prior, written approval of the Board. The Board shall approve the work within forty-five (45) days of receipt of a complete application, unless it determines that the proposed work is in violation of the provisions of the Declaration or Bylaws, will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. The Board may require, as a condition of its approval, that the Owner, at his or her own expense, obtain and provide an opinion from a registered architect or professional engineer that the proposed work will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion thereof. The Board may also condition its approval upon supervision of the work by the Association or upon other reasonable conditions, including assignment of responsibility for maintenance, repair or replacement. The failure of the Board to respond to a complete application within such period shall be deemed approval thereof. Residential Units that have been combined pursuant to this Section shall be assigned an Allocated Interest that is the sum of the Allocated Interests of the Units that were combined. Units whose boundaries have been altered may reallocate the Allocated Interests in any reasonable manner. The changes to the Units and any change in Allocated Interests shall be reflected in an amendment to the Declaration and to the Plat Maps executed by the Owners and Mortgagees of the relevant Units as provided in Section 12.1.

4.12 Incorporation of Common Element into Unit. Except as provided in Section 4.11, incorporation of a Common Element into any Residential Unit requires the vote or written consent of Owners to which one-hundred percent (100%) of the Total Voting Power is allocated. Such incorporation shall be reflected in amendments to this Declaration and the Survey Map and Plans, as provided in Section 12.1, and the costs thereof assessed to the Unit Owner as an Individually Allocated Assessment as provided in the Bylaws.

4.13 Maintenance, Repair and Replacement of Residential Units & Associated Costs. Units shall be maintained, repaired and replaced as provided in the Bylaws. The costs of such maintenance, repair or replacement shall be as provided in the Bylaws.

ARTICLE 5. COMMERCIAL UNITS

5.1 Protection for Commercial Unit Owners; Amendment. The intent of this Article is to provide for specific uses of Commercial Units, to allow reasonable extensions of those uses, to allow reasonable reconfiguration of Commercial Units without requiring Board approval except as to structural soundness or issues that may affect the Common Elements, and to establish consistent and nondiscriminatory regulation of Commercial Units for the protection of Commercial Unit Owners. To ensure the consistency of these protections and the business expectancies of their Owners, and except as provided in this Section, the Association shall not amend any section of this ARTICLE 5 without the vote, consent, or approval of Commercial Unit Owners holding a majority of the Unit Voting Power allocated to all Commercial Units in addition to any Owner approval required by ARTICLE 12. The Association may, however, amend this Article without the specific approval of the Commercial Unit Owners to conform the changes in uses of Commercial Units permitted or prohibited by zoning, land-use, or other laws or ordinances, provided that any such amendment shall include reference to the law requiring the change and shall require Owner approval required by ARTICLE 12.

5.2 Commercial Unit Boundaries. Each Unit shall be bounded by the interior surfaces of its perimeter and load bearing walls, floors, ceilings, skylights, windows and window frames, doors and door frames, and trim as shown on the plat. Each Unit shall include both the horizontal and vertical finish surfaces so described (including the face of the stud walls, top of floor joists and bottom of ceiling joists) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including but not limited to water, sewer, gas, electricity, telephone, fiber optic, and cable television, but shall not include any part of such lines or ducts themselves. In the event of any conflict between the Plat and this Supplemental Declaration, the latter shall be controlling.

5.3 Commercial Unit Use. The Condominium is located in a designated “health care service district” in accordance with the City of Ashland land use and zoning ordinances. Except as provided in this Section and for so long as the area remains a health care service district, the Commercial Units are restricted to non-residential uses consistent with this designation and the Commercial Unit Owners are responsible for ensuring that their Tenants’ uses are permitted. Notwithstanding, Commercial Units may be used as a guest unit and shall not be used for a medical laboratory; food processing other than as incidental for a restaurant; manufacturing activities; wholesale or retail sales of pornographic literature, photographs or movies; card room, dance hall, pool hall, video arcade or other similar form of electronic amusement center open to the public; musical school or studio; adult motion picture theater; laundry; dry-cleaning, dyeing or rug cleaning plant; jail; bar or tavern; package liquor store; taxidermy shop; retail pet shop or animal clinic; work release center, or drug or alcohol rehabilitation center.

5.4 Commercial Limited Common Elements. Notwithstanding any notation in the Plat Maps to the contrary, the Commercial Limited Common Elements are any and all areas designed or designated for the exclusive use of one or more Commercial Units, including doors and windows appurtenant to any individual Commercial Unit, and components of mechanical, electrical, or plumbing equipment that serve one or more Commercial Units, but fewer than all Units. In addition, the following are Commercial Limited Common Elements assigned to the individual Commercial Unit referenced:

5.4.1 Those components of central or common utility services (such as power, light, gas, hot and cold water, heating, air conditioning, incinerators, compactors, sewer, fire control systems, central television, internet or communications systems) that are partially within and partially without the boundaries of a Commercial Unit and that do not serve the General Commercial Elements or Residential Units, including, but not limited to, wires, pumps, motors, fans, ducts, pipes, and controls, shall be a Commercial Limited Common Element assigned to the Commercial Unit it serves.

5.5 Commercial Unit Expenses. Commercial Unit Owners shall bear any and all expenses relating to the costs of utility services associated with the Commercial Unit, including, but not limited to, electrical, gas, water, cable or other utility service to the extent that such use can be determined by any reasonable method determined by the Board.

5.6 Alteration of Commercial Units. Except to the extent prohibited by law and as provided in this Section, Commercial Unit Owners shall have the right, without prior notice and without the vote or consent of the Board or other Owners to: (a) decorate or make alterations, additions or improvements to the Commercial Unit; (b) change the layout of, or number of rooms in the Commercial Unit from time to time; and (c) subdivide the Commercial Unit; provided, however, that (1) the percentage interest in the Common Elements of any Unit shall not be changed by reason thereof, (2) the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board, Directors and all other Unit Owners harmless from any liability arising therefrom; (3) the Commercial Unit Owner establishes to the reasonable satisfaction of the Board that said Unit Owner has procured adequate liability insurance for the work being performed; and (4) any changes affecting the structural, mechanical, or electrical systems shall require the prior approval of the Board, which such approval may only be withheld to the extent that the proposal violates a provision of this Declaration, poses a threat to the structural stability of the Unit or the appurtenant Common Elements, or will cause unreasonable interference with the mechanical or electrical systems.

5.7 Conversion of Commercial Unit to Residential Unit or Common Elements. Conversion of any portion of a Commercial Unit to a Residential Unit or conversion of any portion of a Commercial Unit to a General Common Element shall require the vote or approval of Owners to which at least seventy-five percent (75%) of the Total Voting Power is allocated, including the vote or approval of the Owner of the Commercial Unit being converted. Such

conversion shall be reflected in an amendment to this Declaration and, if necessary, the Plat Maps, as provided in Section 12.1.

5.8 Commercial Unit Regulations. Other than as provided in this Section, the Board shall have no authority to adopt Rules governing the use of Commercial Units or impose any additional requirements upon Commercial Unit Owners that would not apply equally to Residential Unit Owners except upon the approval of Owners holding the majority of votes allocated to Commercial Units, which approval shall be explicitly stated in any such Rule. The following shall apply to all Commercial Units:

5.8.1 *Hours*. Commercial Units shall not be open to the public earlier than 8:00 AM or later than 9:00 PM, except with the prior, written permission of the Board, but may be open for use of MMOA Owners and residents beyond these times, provided such operation does not unreasonably disturb Parkside Owners.

5.8.2 *Parking*. No parking spaces are assigned exclusively to the Commercial Units. However, parking spaces may be assigned to the Commercial Units as provided by Rule.

5.8.3 *Signs*. Owners of Commercial Units may install signs on the exteriors of Buildings appurtenant to the Commercial Units for the purpose of advertising the business operation in the Units, but shall be responsible for any damage to the Common Elements arising out of the installation or removal and shall defend, indemnify, and hold the Association harmless for any damage, injury or other consequence arising therefrom. Such signs must comply with the City of Ashland Sign Code and shall be kept clean, sightly, and in operating condition.

5.8.4 *Use of General Common Element Roofs*. Commercial Unit Owners may install telecommunications or other mechanical equipment or machinery on the General Common Element rooftops with the prior, written approval of the Board, which approval may not be withheld if the installation does not interfere with any other Association installation or equipment and such equipment cannot be seen from the exterior of the Buildings or can be screened from view. The Commercial Unit Owner shall provide the Association with a reasonable opportunity for the Association to supervise the installation to protect the Common Elements, the cost of which shall be assessed to the Commercial Unit Owner as an Individually Allocated Assessment. In addition, the Commercial Unit Owner shall defend, indemnify and hold the Association harmless from any claims, damage, or injury to persons or property or other direct or indirect consequences arising out of the installation or existence of the equipment, including attorneys' fees.

5.8.5 *Insurance*. Commercial Unit Owners shall not do or keep anything that would: (i) make it impossible for the Association to carry any insurance required or reasonably deemed to be necessary; (ii) invalidate or unreasonably increase the cost of any such insurance; (iii) cause structural injury to the Building; (iv) constitute a public or private nuisance; or (v) violate any laws, regulations, ordinances or requirements of the

federal, state or local governments or of any other governmental authorities having jurisdictions over the property. The Commercial Units shall comply with all applicable governmental ordinances and rules, restrictions, bylaws, rules and regulations.

5.8.6 *Noxious & Offensive Use*. Except with respect to the temporary activities during alteration or remodel of a Commercial Unit, no continuing vibration, continuing offensive or obnoxious noise, continuing offensive or obnoxious odor, shall emanate from a Commercial Unit, nor shall the Commercial Unit Owner permit or allow the Commercial Unit to constitute an unreasonable interference with the safety or comfort of any other Unit Owners. Commercial Unit Owners shall not permit any person to use tobacco, marijuana, or other substance that is smoked or vaporized for the purpose of inhalation in any Common Element or Limited Common Element at any time.

5.9 Enforcement. Commercial Unit Owners shall be entitled to Notice and an Opportunity to be Heard with respect to any violation of this ARTICLE prior to being fined in accordance with a previously established schedule of reasonable fines, which schedule may provide for a fine that is greater than a similar violation by a Residential Unit Owner, provided the fine is reasonable.

ARTICLE 6. COMMON ELEMENTS

6.1 Description. The Common Elements are all portions of the Condominium other than the Units and are composed of General Common Elements and Limited Common Elements.

6.2 General Common Elements. The General Common Elements consist of the following:

6.2.1 The real property described in Exhibit A, including the land on which the Buildings are situated;

6.2.2 All areas within the Condominium but outside of the Buildings, including the grounds, yards, gardens, paths, landscaped areas surrounding the Buildings, and any planters built into or adjacent to the Buildings;

6.2.3 The structural elements of the Buildings, whether or not within the boundaries of Units, including the foundations, columns, girders, beams, supports, joists, roofs, flooring slabs and sub-flooring, framing and other structural elements of bearing or shear walls (but not partition walls within the boundaries of Units);

6.2.4 Those components of central or common utility services (such as power, light, gas, hot and cold water, heating, air conditioning, incinerators, compactors, sewer, fire control systems, central television, internet or communications systems) that serve more than one (1) Unit, including, but not limited to, wires, pumps, motors, fans, ducts, pipes, and controls, regardless of where located;

6.2.5 Common areas within the Buildings including crawlspaces, attics, corridors, lobbies and halls outside the Units, stairways, elevators, elevator shafts and elevator lobbies, entry lobbies, the common entrances and exits of the Buildings, and any walkways, driveways, or roads that provide access to the Units or other Common Elements from the public streets;

6.2.6 Equipment rooms or areas within the Buildings, including any areas containing mechanical, electrical, or other building equipment, and any such machinery or equipment itself;

6.2.7 Refuse disposal areas and any such equipment including dumpsters, compactors, incinerators, and recycling bins;

6.2.8 The mailboxes and any mail centers for the Condominium;

6.2.9 Any facilities other than Commercial Units used for the general management or operation of the Condominium, including any area reserved for on-site management personnel or concierge, or Building storage areas not assigned to Units;

6.2.10 All parking areas and storage areas other than those specific storage spaces assigned to Units as provided in Exhibit C, including all areas of the parking garage, the entry doors and garage doors, and any bicycle storage areas;

6.2.11 Any areas designated as General Common Elements on the Plat Maps, unless otherwise provided in this Declaration; and

6.2.12 Any other areas outside Unit boundaries that are not Limited Common Elements as described in Section 6.3.

6.3 Limited Common Elements. Limited Common Elements are those Common Elements designated for the use of certain Units or Owners to the exclusion of other Units and Owners, and include the following:

6.3.1 Any Unit balcony, deck, patio, or porch designed to serve a single Unit as shown on the Plat Maps, the boundaries of which are the interior surfaces of the walls, railings, or other vertical enclosures, the top surface of the ground or original deck surface and the bottom surface of any soffit or ceiling over the space, such that the air space within the boundaries are part of the Limited Common Element, but the boundaries themselves are not; and if any such enclosure does not exist, that boundary shall be as depicted on the Plat Maps;

6.3.2 The Unit entry door, Unit deck or patio door and all windows, skylights, and solatubes appurtenant to the Unit;

6.3.3 Fireplace ducts and water heaters;

6.3.4 Any storage compartment assigned to a Unit as provided in Exhibit C, the boundaries of which are the interior surfaces of the structure forming the top, bottom, and sides of the compartment, such that the airspace within these boundaries is part of the

Limited Common Element, but the boundaries themselves or any General Common Element mechanical or other equipment contained within that airspace are not;

6.3.5 If any chute, flue, duct, vent, wire, conduit, pipe, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated exclusively to that Unit;

6.3.6 The Commercial Limited Common Elements, as described in Section 5.4; and

6.3.7 Any areas designated as Limited Common Elements in the Plat Maps, except as otherwise provided in this Declaration.

6.4 Common Element Maintenance & Associated Costs. Provisions relating to the maintenance, repair, and replacement of Common Elements, including Limited Common Elements, and the responsibility for the costs thereof are provided in the Bylaws. Provisions relating to the maintenance, repair, and replacement of Commercial Limited Common Elements are as provided in Section 5.4.

6.5 Storage Spaces. The Condominium contains ten (10) Limited Common Element storage spaces, designated A through J, and assigned to Units in Exhibit C. The remaining storage spaces are General Common Elements.

6.5.1 Owners may be assigned the right to use a General Common Element parking space in accordance with procedures and requirements in the Rules; No Owner or Unit has the right to use any General Common Element parking space or any particular number of spaces.

6.5.2 Owners may transfer the right to exclusive use of Limited Common Element storage spaces A through J to other Owners only with the prior approval of the Board to ensure that the Limited Common Elements are legally reallocated by Amendment to this Declaration in accordance with the Act. An Owner requesting to transfer a Limited Common Element storage space shall submit a written application to the Board that: a) identifies the storage space to be reassigned; b) is executed by the Owner or Owners to which the spaces are or will be assigned; c) acknowledges that the Owners have obtained approval of any Unit Mortgagee for the reassignment or that the Unit is not subject to a Mortgage; d) acknowledges the need to record an amendment to this Declaration; and e) acknowledges that the Owners will be assessed for the all costs incurred by the Association to amend the Declaration to reflect the reassignment. The Board shall approve such requests within thirty (30) days after receiving a completed application, unless the proposed reallocation does not comply with the Act or this Declaration, and shall thereafter prepare an amendment to the Declaration in compliance with Section 12.1. The failure of the Board to act upon a lawful, completed application within such period shall be deemed approval thereof. The Board may, by Rule, identify any additional procedures for submission and approval of such applications.

6.6 Conversion of General Common Elements to Limited Common Elements and Limited Common Element Boundary Change. Conversion of any portion of a General Common Element to a Limited Common Element or change of boundaries of Limited Common Elements requires the vote or written consent of Owners to which at least seventy-five percent (75%) of the Total Voting Power is allocated, including the vote or written consent of the Owner or Owners to which the Limited Common Element will be assigned. Such incorporation shall be reflected in an amendment to this Declaration and, if necessary, the Plat Maps, as provided in Section 12.1.

6.7 Conversion of Limited Common Elements to General Common Elements. Conversion of a Limited Common Element to a Common Element requires the approval of the Board and of the Owner or Owners to which the Limited Common Element was assigned. Such conversion shall be reflected in an amendment to this Declaration and, if necessary, to the Plat Maps, as provided in Section 12.1.

ARTICLE 7. USE RESTRICTIONS

7.1 Senior Living Compliance. To ensure the Condominium's status as a designated senior community under the Housing for Older Persons Act, at least eighty percent (80%) of the Residential Units shall be occupied by at least one (1) Age-Qualified Person. The Master Declaration may require a higher percentage. The Association shall, at least every two (2) years, survey the Owners in accordance with procedures adopted by Rule, to ensure compliance with this Section. If such survey reveals that the Association is out of compliance, the Association shall adopt and execute a plan for coming into compliance that shall include prohibition of sales of Units to parties who do not intend that at least one (1) Age-Qualified Person reside in the Unit until the Association is in compliance.

7.2 Use of Common Elements. Subject to the restrictions contained in the Governing Documents, all Owners and Users have the right to use the appropriate General Common Elements in common with all other Owners and Users for access to and from their Units. Subject to the restrictions contained in the Governing Documents, each Owner may use the Common Elements in accordance with the purposes for which they are intended, but may not hinder or encroach upon the lawful rights of the other Owners in so doing. No Unit Owner shall interfere with the Association's maintenance, repair, or operation of the Common Elements, nor shall any Unit Owner obstruct, store items in, damage, alter, construct in, mount on, or remove fixtures or common property from, the General Common Elements, except with the prior, written approval of the Board. The Association may prohibit or restrict access to certain Common Elements, such as roofs and mechanical rooms, for safety or security purposes, or any other reasonable purpose.

7.3 Noxious & Offensive Use. No unlawful, noxious, or offensive activities may be carried on in any portion of the Condominium, nor shall anything be done therein which shall constitute a nuisance, or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others. Owners shall not permit any condition to exist that will induce, breed, or harbor infectious diseases, insects, or vermin. Owners shall not do or keep anything in any part of

the Condominium that will significantly increase premiums for, or make it impossible for the Association to obtain or maintain insurance required or reasonably desired by the Board without the prior, written approval of the Board.

7.4 Smoking Restricted. No person may use tobacco, marijuana, or other substance that is smoked or vaporized for the purpose of inhalation in any Common Element or Limited Common Element at any time.

7.5 Exterior Appearance. Owners shall not display, hang, store or use any clothing, sheets, blankets, laundry or other articles which may be visible from the General Common Elements or street, nor shall any Owner paint, decorate, or adorn the exterior of the Buildings, or install any canopy or awning, outside radio or television antenna, or other equipment, fixtures or items of any kind on the Building exterior, except with the prior, written approval of the Board.

7.6 Signs, Pets & Other Use Restrictions. The Master Declaration contains provisions relating to signs, pets, and other prohibitions and restrictions applicable to Parkside Owners and are incorporated by reference as if fully set forth herein to the extent applicable. The Association may therefore enforce such provisions as applicable to Parkside Owners and may supplement these provisions with reasonable Rules applicable to Parkside Owners.

ARTICLE 8. DEVELOPMENT RIGHTS & SPECIAL DECLARANT RIGHTS

At the time of the recording of this Declaration, the transition of control from the Declarant to the Unit Owners has been completed, and any and all rights reserved to the Declarant, including but not limited to development rights and special declarant rights, have either expired pursuant to the terms of the Original Declaration or by law, or may no longer be exercised due to the occurrence of a condition in the Original Declaration, such as Declarant's sale of all Units.

ARTICLE 9. CONDOMINIUM OWNERS' ASSOCIATION

9.1 Name and Form of Association. The condominium owners' Association for Mountain Meadows Parkside Condominium shall be organized as a nonprofit corporation, known as "Mountain Meadows Parkside Condominium Association," or such other official name as provided in the Articles of Incorporation, and shall be subject to the Act and this Declaration in all respects. The Association's Bylaws shall contain provisions relating to Association membership, powers and obligations and management by the Board of Directors. The Bylaws shall be interpreted to be consistent with this Declaration if at all possible. In case of conflict, the provisions of this Declaration shall control.

9.2 Designated Agent. The designated agent of the Association for purposes of receiving service of process in cases provided in ORS 100.550(1) is named in the Condominium Information Report filed with the Real Estate Agency in accordance with ORS 100.250(1)(a).

9.3 Powers of the Association. The Association, acting through the Board, shall have such powers and authority as permitted under the Act, this Declaration, and the Bylaws, as qualified therein.

ARTICLE 10. PROTECTION OF MORTGAGEES

10.1 No Impairment of Mortgages. No option or right of first refusal in favor of any Unit Owner or the Association shall apply to or adversely affect the rights of any Mortgagee to: (a) foreclose or take title to a Unit pursuant to the remedies in its Mortgage; (b) accept a deed or assignment in lieu of foreclosure in the event of a default by the Mortgagor; or (c) sell or lease a Unit acquired by the Mortgagee.

10.2 No Mortgagee Liability for Assessments. No Mortgagee shall have liability for any Assessments prior to acquiring title to a Unit except to the extent that the Association's lien takes priority over a Mortgage upon completion of the procedures provided in ORS 100.450(7) and the Bylaws. Mortgagees shall also be liable for any Assessments accruing after Mortgagee obtains title or possession of any Unit.

10.3 Eligibility to Receive Notices. Any Mortgagee shall be entitled to receive timely written notice of: (a) Condemnation affecting the Common Elements or mortgaged Unit; (b) lapse or cancellation of any insurance policy maintained by the Association; and (c) any delinquency in the payment of Assessments that exceeds sixty (60) days, by filing a written request for such notices with the Association prior to the date such notice is provided by the Association.

10.4 Amendments. Any amendment reflecting the combination of Units, change of boundaries of a Unit, or change of the Allocated Interest of a Unit shall require approval of the first-lien Mortgagee of that Unit.

10.5 Mortgagee Approval. For any matter requiring the approval of any Mortgagee under the Act, this Declaration or the Bylaws, such approval may be obtained as follows: The Mortgagee shall be provided with at least sixty (60) days' written notice of the proposal delivered by certified or registered mail, return receipt requested, which notice shall contain: (a) the name of the Owner of the Unit in which the Mortgagee has an interest; (b) the common address for the Unit in which the Mortgagee has an interest, including the name of the Condominium and Unit number; (c) a short statement of the issue for which approval is sought; and (d) the date by which the Mortgagee's approval will be presumed unless an objection to the amendment or other action is received, which shall be no fewer than sixty (60) days. The failure of a Mortgagee to deliver a written objection to the proposed action by the deadline provided in such notice shall be deemed approval of the proposal.

10.6 Termination of Condominium. Any action to terminate the legal status of the Condominium after substantial destruction or Condemnation occurs or for any other reason must be approved by all first-lien Mortgagees of Units encumbered by Mortgages.

ARTICLE 11. CONDEMNATION

11.1 Condemnation Notices. If any portion of the Condominium becomes subject to Condemnation, the provisions of this Article shall apply and notice of the proceeding or proposed acquisition shall promptly be given to each Owner whose Unit or Limited Common Elements assigned or appurtenant to his or her Unit is targeted for Condemnation and any Mortgagee of such Units. Notice shall be given to all Owners and all Mortgagees if the Condemnation relates to any portion of the General Common Elements.

11.2 Power of Attorney. Unless the Board decides otherwise in a particular case, the Association shall represent each of the Unit Owners in any proceeding, negotiation, settlement or agreement regarding Condemnation of any part of the Condominium. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association fail to so act, the affected Owners may individually or jointly act on their own behalf.

11.3 Condemnation of an Entire Unit. If a Unit is acquired by Condemnation, or if part of a Unit is acquired by Condemnation leaving the Unit Owner with a remnant of a Unit that may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the Condemnation of a Unit shall be paid to the Owner or lienholder of the Unit as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests shall be reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

11.4 Condemnation of Part of a Unit. Except as provided in Section 11.3, if part of a Unit is acquired by Condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree, judgment or equivalent agreement otherwise provides, that Unit's Allocated Interest shall be reduced in proportion to the reduction in the square footage of the Unit, and the portion of the Allocated Interests divested from the partially acquired Unit shall be reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

11.5 Condemnation of Common Element. If any part of the Common Elements is acquired by Condemnation, the portion of the award attributable to the Common Elements taken shall be paid to all Owners based on their respective Allocated Interests, except that any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among Owners of the Units to which those Limited Common Elements were assigned or appurtenant at the time of the acquisition.

11.6 Amendment Required. After the Condemnation is complete, the Association shall promptly prepare, execute, and record a correction amendment to this Declaration reflecting any change of character of portions of Units or Common Elements affected thereby and any reallocations of Allocated Interests in accordance with Section 12.2. If necessary to ensure that the Plat Maps are not inaccurate or misleading, the relevant Plat Maps may also be amended in accordance with Section 12.2. The Condemnation judgment or equivalent agreement, if any, shall be recorded in Jackson County.

ARTICLE 12. AMENDMENTS TO DECLARATION

12.1 Amendments Relating to Unit Alteration & Limited Common Element Reallocation. An amendment to the Declaration shall be required to reflect the subdivision of Commercial Units, combination of any type of Unit, change of boundaries between adjoining Units, or reallocation of Limited Common Elements as provided in this Section.

12.1.1 An amendment under this Section shall, at a minimum, identify the Units or Common Elements involved, describe the action taken (combination, subdivision, change of character, reallocation, etc.), assign identifying numbers to any resulting Units if necessary, identify changes in the Allocated Interests, if any, and indicate the means of access of each resulting Unit to the Common Elements. In the case of a Unit boundary alteration, the amendment shall also contain words of conveyance between the Owners of adjoining Units whose boundaries are altered.

12.1.2 An amendment under this Section shall be executed by the Owners of the Units whose boundaries were altered, whose Units were combined or subdivided, or whose Limited Common Elements were reallocated, by the president and secretary of the Association, and except for Limited Common Element reallocation, by the Mortgagees of the affected Units. Amendments required by this Section shall not require any vote or approval of the Owners. The amendment shall otherwise conform to the requirements of Section 12.5.

12.1.3 An amendment to the relevant Plat Map shall also be required for Unit boundary relocation or combination, or in any case where a Plat Map would be inaccurate or misleading without an amendment thereto.

12.1.4 All costs incurred by the Association associated with preparing, executing, obtaining approval for, and recording an amendment under this Section shall be assessed to the Unit Owner (or, if multiple Units are involved, to the Unit Owners in equal shares unless otherwise agreed) as Individually Allocated Assessments in accordance with the Bylaws.

12.2 Consolidation & Correction Amendments. The Board may, by resolution and without the vote or approval of the Owners, prepare and cause to be recorded a consolidated and restated declaration containing all previously adopted amendments to the Declaration in

accordance with ORS 100.135(11). The Board may, by resolution and without the vote or approval of the Owners, prepare and cause to be recorded a correction amendment in accordance with ORS 100.118. A consolidated restated Declaration or correction amendment shall otherwise conform to the requirements of Section 12.5.

12.3 Proposed Amendments. For any amendment other than those referenced in Section 12.1 or Section 12.2, only a majority of the members of the Board may cause a proposed amendment to be submitted to the Owners for their consideration. Notice of a meeting at which a Declaration amendment is to be considered or notice of intent to obtain approval for an amendment by written ballot or otherwise shall include or be accompanied by the text of the proposed amendment. Notwithstanding this requirement, non-material, formatting, or typographical errors may be corrected after approval is obtained, but prior to recording.

12.4 Vote or Consent Required. For any amendment other than those referenced in Section 12.1 or Section 12.2, or as otherwise provided in the Act or this Declaration, the Declaration may be amended only upon the approval of Owners as follows:

12.4.1 Any amendment that changes the boundary of the Condominium or a Unit, or creates an additional Unit from Common Elements, shall require the vote or approval of Owners to which one-hundred percent (100%) of the Total Voting Power is allocated;

12.4.2 Any amendment that adds property to the Condominium as a Common Element shall require the vote or approval of Owners to which seventy-five percent (75%) of the Total Voting Power is allocated; provided that nothing in this subsection shall be construed to require that such real property to be added to the Condominium as Common Elements;

12.4.3 Any amendment that would increase the number of Units (except by subdivision), change the Allocated Interests of any Unit, or change the method of determining the Unit Voting Power, shall be approved by the vote or approval of Owners to which seventy-five percent (75%) of the Total Voting Power is allocated, and the vote or consent of the Owner and Mortgagee of each affected Unit (meaning those whose Units' boundaries, Allocated Interests, or Unit Voting Power has changed);

12.4.4 Any amendment to ARTICLE 12 shall require the vote or approval of Owners to which seventy-five percent (75%) of the Total Voting Power is allocated, including the vote or approval of Commercial Unit Owners to which a majority of the Unit Voting Power allocated to Commercial Units is allocated as provided in Section 5.1; and

12.4.5 Any other amendment shall require the vote or approval of Owners to which at least seventy-five (75%) of the Total Voting Power is allocated.

12.5 Form of Amendment; Recording. All Declaration amendments shall be in writing and shall state the consecutive number of the amendment of the Declaration in the title (e.g., "Fifth Amendment to the Declaration for Mountain Meadows Parkside Condominium"). Unless otherwise specifically provided in this Declaration, amendments shall be executed by the president and secretary of the Association, who shall certify thereon that the amendment was adopted and

approved in accordance with the Act and the provisions of this Declaration, and whose signatures shall be notarized. To the extent required by ORS 100.110, such amendments shall be submitted to the Real Estate Commissioner, the county assessor, and the county tax collector. After such approval, the amendment shall be recorded in the real property records of Jackson County.

12.6 Plat Map Amendment. The Plat Maps may be amended by preparation of revised versions or portions thereof that conform to the requirements of ORS 100.116, along with an amendment to this Declaration that describes the purpose and effect of the Plat Map amendment. Except to the extent expressly permitted or required by other provisions of this Declaration, amendments to the Plat Maps may be proposed and approved in the same manner as amendments to the Declaration as described in Section 12.1, except that that the notice of a proposed Plat Map amendment shall contain either: (a) a copy of the proposed amendment, or (b) if the Board determines it is impractical to provide copies of the amendment, a description of how and where Owners can view the proposed amendment electronically or at a location convenient to Owners. In the absence of other applicable provision, the vote or written consent of Owners to which at least seventy-five percent (75%) of the Total Voting Power is allocated shall be required to amend the Plat Maps.

12.7 No Challenge After One (1) Year. Declaration amendments shall be conclusively presumed to have been adopted in compliance with the procedures required by the Act and the Declaration after one (1) year of the date of recording of the Amendment, unless the amendment purports to have received fewer votes than are required for such approval.

ARTICLE 13. MISCELLANEOUS

13.1 Termination of Condominium. Except in the case of a taking of all of the Units by Condemnation as provided in ARTICLE 10, the Condominium may be terminated only as provided in ORS 100.600 and 100.605.

13.2 Form and Delivery of Notice. Unless otherwise provided herein, all notices to be given under the provisions of this Declaration shall be in writing and may be delivered either personally (by hand delivery), or by U.S. Mail. Personal delivery shall be deemed delivered when a Unit Owner is handed such notice. Mailed notice shall be deemed to have been delivered upon being properly addressed to the Unit address unless another mailing address has been given in writing to the president or secretary of the Association or the Manager, postage paid and deposited in the mail. Notices other than notice of delinquent Assessments, foreclosure of the Association's lien, actions or offers to submit an action to dispute resolution, may also be provided by email or other electronic transmission, except with respect to Owners who have provided the Board or Manager with a written request not to receive electronic notices prior to the date that notices are delivered by the Association for any particular matter. Electronic notice shall be deemed delivered upon transmission of the email to the email address given to the Association by the Owner.

13.3 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision so long as the remaining provision or provisions comply with the Act.

13.4 Adjustments for Inflation. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be deemed increased proportionate to the increase in the consumer price index prepared by the United States Department of Labor for the City of Seattle, Washington for All Items, to adjust for any changes in the value of the dollar after the effective date of this Declaration.

13.5 Effective Date. This Declaration shall take effect upon recording.

[Signatures on Next Page]

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MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION

By: [Signature]
(signature)

Jeremy L. Dailey, Its President
(printed name)

By: [Signature]
(signature)

Barbara B Getman, Its Secretary
(printed name)

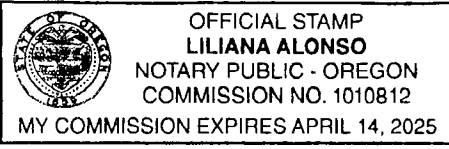
STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

On this 28 day of May, 2021, personally appeared before me, Jeremy Lasater Dailey and Barbara Bidwell known to me to be the President and Secretary of the Mountain Meadows Parkside Condominium Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 28 day of May, 2021.

[Signature]
Liliana Alonso
(Signed)
(Print Name)

Notary Public in and for the State of Oregon
My commission expires: 04-14-25



REAL ESTATE COMMISSIONER

The forgoing Amended and Restated Declaration of Mountain Meadows Parkside Condominium is approved pursuant to ORS 100.110 this 2nd day of November, 2021, and in accordance with ORS 100.110(8), this approval shall automatically expire if this amendment is not recorded within one (1) year from this date.



REAL ESTATE COMMISSIONER

A handwritten signature in cursive script, appearing to read "Michael Hanifin".

By: _____

Michael Hanifin

EXHIBIT A
Legal Description

Phase 1:

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North $72^{\circ}15'04''$ East, 151.36 feet; thence North $00^{\circ}03'35''$ West, 23.00 feet to the INITIAL POINT OF BEGINNING; thence continue North $00^{\circ}03'35''$ West, 30.80 feet; thence South $89^{\circ}36'25''$ West, 0.40 feet; thence North $00^{\circ}03'35''$ West, 60.36 feet; thence North $89^{\circ}56'25''$ East, 0.40 feet; thence North $00^{\circ}03'35''$ West, 32.58 feet; thence North $89^{\circ}56'25''$ East, 120.74 feet; thence North $00^{\circ}03'35''$ West, 3.52 feet; thence North $89^{\circ}36'25''$ East, 9.10 feet; thence South $00^{\circ}03'35''$ East, 3.52 feet; thence North $89^{\circ}56'25''$ East, 57.49 feet to intersect the East line of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along said East line, South $00^{\circ}03'35''$ East, 87.00 feet to the Northeast corner of said PHASE 1; thence along the Northerly line thereof, South $72^{\circ}15'04''$ West, 196.63 feet; thence North $00^{\circ}03'35''$ West, 23.00 feet to the INITIAL POINT OF BEGINNING. Containing 21950 square feet, more or less.

TOGETHER WITH a for ingress-egress to Mountain Meadows Drive, said strip being 12 feet in width lying 6 feet on either side of the following described centerline: Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North $72^{\circ}15'04''$ East, 151.36 feet; thence North $00^{\circ}03'35''$ West, 23.00 feet; thence continue North $00^{\circ}03'35''$ West, 30.80 feet; thence South $89^{\circ}56'24''$ West, 0.40 feet; thence North $00^{\circ}03'35''$ West, 47.30 feet to the true point of beginning; thence South $85^{\circ}15'39''$ West, 55.09 feet; thence along the arc of a 50.00 foot radius curve to the right having a central angle of $04^{\circ}38'44''$, a distance of 4.05 feet (the long chord of which bears South $87^{\circ}35'01''$ West, 4.05 feet); thence South $89^{\circ}54'22''$ West, 9.31 feet; thence along the arc of a 26.00 foot radius curve to the left having a central angle of $90^{\circ}02'02''$, a distance of 40.86 feet (the long chord of which bears South $44^{\circ}55'23''$ West, 36.78 feet); thence South $00^{\circ}03'36''$ East, 59.76 feet; thence along the arc of a 26.00 foot radius curve to the right having a central angle of $90^{\circ}02'02''$, a distance of 40.86 feet (the long chord of which bears South $44^{\circ}55'23''$ West, 36.78 feet); thence South $89^{\circ}54'22''$ West, 9.26 feet to the Easterly line of Mountain Meadows Drive and the point of terminus. The side lines of the said strip shall be extended or shortened to intersect the Easterly line of Mountain Meadows Drive and the Westerly line of the above first described tract.

Said easement to be extinguished when subsequent Stages are recorded in the Office of the Jackson County Recorder.

Phase 2:

Parcel No. Two (2) of Partition Plat recorded October 6, 1999, as Partition Plat No. P-59-1999 of “Record of Partition Plats” in Jackson County, Oregon, and filed as Survey No. 16285 in the Office of the County Surveyor.

Phase 3:

Parcel No. One (1) of Partition Plat recorded October 6, 1999, as Partition Plat No. P-59-1999 of “Record of Partition Plats” in Jackson County, Oregon, and filed as Survey No. 16285 in the Office of the County Surveyor.

Phase 4:

Parcel No. Two (2) of Partition Plat recorded March 15, 2001, as Partition Plat No. P-14-2001 of “Record of Partition Plats” in Jackson County, Oregon, and filed as Survey No. 16831 in the Office of the County Surveyor.

EXHIBIT B

Description of Units & Allocated Interests

COMMERCIAL UNITS				
Stage	Unit	Address	Area	Allocated Interest
4	1	859-2 Mountain Meadows Dr	595	0.5056
4	2	859-1 Mountain Meadows Dr	753	0.5056
4	3	857-3 Mountain Meadows Dr	5011	3.3232
4	4	857-2 Mountain Meadows Dr	495	0.5056
4	5	857-1 Mountain Meadows Dr	739	0.5056
4	7	950 Golden Aspen	518	0.4569
4	26	970 Golden Aspen	518	0.5056
Total Commercial			8629	6.3081

RESIDENTIAL UNITS

Stage 1 (Cottonwood) Mountain Meadows Circle			
Unit	Address	Area (Sq. Ft.)	Allocated Interest %
2	903	1316	1.0597
1	904	1357	1.0597
7	909	1278	1.0597
6	910	1300	1.0597
5	911	1297	1.0597
4	912	1296	1.0597
3	913	1577	1.1084
12	917	1278	1.0597
11	918	1300	1.0597
10	919	1297	1.0597
9	920	1296	1.0597
8	921	1577	1.1084
Subtotal:		16169	12.8138

Stage 3 (Cottonwood) Mountain Meadows Circle			
Unit	House Number	Area (Sq. Ft.)	Allocated Interest %
1	901	1612	1.1084
2	902	1225	1.0597
3	905	920	1.0110
4	906	1571	1.1084
5	907	1466	1.1084
6	908	1588	1.1084
7	914	1579	1.1084
8	915	1463	1.1084
9	916	1588	1.1084
Subtotal:		13012	9.8295

Stage 2 (Birch) Mountain Meadows Circle			
Unit	Address	Area (Sq. Ft.)	Allocated Interest %
14	922	1002	1.0110
12	923	691	1.0110
13	924	1314	1.0597
10	925	692	1.0110
11	926	820	1.0110
9	927	789	1.0110
8	928	938	1.0110
7	929	788	1.0110
6	930	829	1.0110
5	931	688	1.0110
4	932	909	1.0110
3	933	1219	1.0597
2	934	1219	1.0597
1	935	1656	1.1084
26	936	1490	1.1084
24	937	692	1.0110
25	938	869	1.0110
22	939	689	1.0110
23	940	938	1.0110
20	941	689	1.0110
21	942	829	1.0110
18	943	688	1.0110
19	944	909	1.0110
17	945	1219	1.0597
16	946	1219	1.0597
15	947	1656	1.1084
	948	<i>intentionally omitted</i>	
Subtotal:		25441	26.8217

Stage 4 (Golden Aspen) Golden Aspen Place			
Unit	Address	Area (Sq. Ft.)	Allocated Interest %
6	949	1155	1.0597
8	951	1670	1.1084
9	952	1014	1.0597
10	953	1520	1.1084
11	954	1014	1.0597
12	955	1129	1.0597
13	956	899	1.0110
14	957	1670	1.1084
15	958	1009	1.0597
16	959	1669	1.1084
17	960	1007	1.0597
18	961	1758	1.1084
19	962	1589	1.1084
20	963	1014	1.0597
21	964	1589	1.1084
22	965	1014	1.0597
23	966	1311	1.0597
24	967	1097	1.0597
	968	<i>Intentionally omitted</i>	
25	969	1155	1.0597
27	971	1670	1.1084
28	972	1014	1.0597
29	973	1520	1.1084
30	974	1162	1.0597
31	975	1129	1.0597
32	976	899	1.0110
33	977	1670	1.1084
34	978	1009	1.0597
35	979	1669	1.1084
36	980	1007	1.0597
37	981	1758	1.1084
38	982	1589	1.1084
39	983	1014	1.0597
		<i>Continued...</i>	
40	984	1589	1.1084

Stage 4 (Golden Aspen) Golden Aspen Place			
41	985	1014	1.0597
42	986	1311	1.0597
43	987	1097	1.0597
44	988	1596	1.1084
45	989	1742	1.1084

Stage 4 (Golden Aspen) Golden Aspen Place			
46	990	1589	1.1084
47	991	1408	1.1084
48	992	1308	1.0597
Subtotal:		54047	44.2269

Allocated Interest Totals:	Residential:	93.6919	Commercial:	6.3081	Total:	100.0000
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NOTICE - THE SQUARE FOOTAGE AREAS STATED IN THIS DECLARATION AND THE PLAT ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THE ORIGINAL DECLARATION AND MAY VARY FROM THE AREA OF UNITS CALCULATED FOR OTHER PURPOSES.

EXHIBIT C
Storage Closet Assignments

Stage	Unit	Unit Address	Storage Closet
1	3	913 Mountain Meadows Circle	A
1	4	912 Mountain Meadows Circle	E
1	5	911 Mountain Meadows Circle	B
1	6	910 Mountain Meadows Circle	D
1	7	909 Mountain Meadows Circle	C
1	8	921 Mountain Meadows Circle	F
1	9	920 Mountain Meadows Circle	I
1	10	919 Mountain Meadows Circle	G
1	11	918 Mountain Meadows Circle	J
1	12	917 Mountain Meadows Circle	H