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BOOK 951 PAGE 83

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT
OF
BULLRUN TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by
Transcorp of Oregon, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County
of Multnomah, State of Oregon, which is more particularly described as:

That parcel of real property situated in the County
of Multnomah, State of Oregon, more particularly as the
Plat of Bull Run, Blocks, 1,2, & 3, and the Plat of
Bull Run, Blocks 4,5, & 6.

WHEREAS, Declarant desires to provide for the preservation of the
values and amenities in said community and for the maintenance of said
amenities, open spaces and other common facilities; and to this end, desires
to subject the real property described together with such additions as may
hereafter be made thereto, to the covenants, restrictions, easements,
charges and liens, hereinafter set forth, each and all of which is and are
for the benefit of said property and each owner thereof; and.

WHEREAS, Declarant has deemed it desirable for the efficient
preservation of the values and amenities in said community to create an
agency to which should be delegated and assigned the powers of maintaining
and administering the community properties and facilities and administering
and enforcing the covenants and restrictions and collecting and disbursing
the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the state
of Oregon, as a non-profit corporation, the Bullrun Townhouse Association
for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions, all of

which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

BOOK 951 PAGE 84

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Bullrun Townhouse Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to person or persons holding the Beneficial ownership of a lot or apartment unit.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that land shown on the Plat of Bull Run, Blocks 1, 2, and 3 and the Plat of Bull Run, Blocks 4,5, and 6, except the townhouse lots and the dedicated streets.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean and refer to Transcorp of Oregon, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Apartment Unit". A single family living unit within a multi-family apartment building.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require two-thirds (2/3) vote of the voting powers of the Class A and Class C members combined and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the voting power of Class A membership and Class C membership combined or 2/3 of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

BOOK 951 PAGE 85

D

ARTICLE III

MEMBERSHIP

Every person or entity holding the Beneficial Ownership of a lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE IV

VOTING RIGHTS

The Association shall have three classes of voting membership:

Class A. The Class A members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members.

The vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it hold the interest required for membership by Article III, PROVIDED THAT the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) June 30, 1976.

Class C. The Class C member(s) shall be the owners of the apartment units. The Class C members shall be entitled to one-half (1/2) vote for each dwelling unit.

ARTICLE V

PROPERTY RIGHTS

Section 1: Members' Easements of Enjoyment in Common Areas.

Every member shall have a right and easement of enjoyment in and to the Common Area; and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or apartment unit, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws subject to assent of two-thirds (2/3) of each class of members, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) The right of the Association to suspend the voting rights

BOOK 951 PAGE 86

D

and right to use of the recreational facilities by a member for any period during which any assessment against his Lot or apartment remains unpaid; and for a period not exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without written consent by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

(f) The right of the Declarant to use certain of the common areas and facilities including portions of the recreation building for sales purposes until all of the Declarant's lots have been sold.

Section 2: Delegation of Use of Common Area. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

Section 3: Title to Common Areas. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area of the Plat of Bullrun to the Association, free and clear of encumbrances and liens, prior to conveyance of the first lot to a homeowner.

Section 4: Exchange of Property: The right of the Association to exchange an equal amount of common property for part of a lot.

ARTICLE VI

EXTERIOR MAINTENANCE AND MAINTENANCE OF COMMON AREA

Section 1: Exterior Maintenance. The Association shall provide exterior maintenance upon each lot and apartment buildings as follows: paint, repairs, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not included glass surfaces.

Section 2: Maintenance and Lighting of Common Areas. In Addition to the exterior maintenance as set forth in the preceeding Section 1 hereof,

BOOK 951 PAGE 87

D

the Association shall also provide exterior lighting for and perform all maintenance upon the common area and the improvements located thereon, including but not limited to grass, trees, walks, private drives and roads, carports, and all other improvements.

Section 3: Maintenance of Utilities. In addition to maintenance as set forth in the preceding sections 1 and 2, the Association shall perform or contract to perform maintenance of all utilities, such as sanitary sewer service lines, domestic water service lines and storm drainage lines located in the Common Area.

Section 4: Access at Reasonable Hours. For the purpose solely of performing the maintenance required by Sections 1, 2, and 3 hereof, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of the dwelling thereon at reasonable hours on any day except Sunday.

Section 5: Management Agreement: The Association may enter into a Management and Maintenance agreement with a professional management firm. Compensation for the services from such an agreement shall be considered an operational expense of the Association. The Association may enter into a management and maintenance agreement with the Declarant.

Section 6: Public Utility Easements: The Association grants the right of access to any public or private agency for construction, reconstruction or maintenance of their utilities.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each Lot and apartment unit owned within the Properties, hereby covenants, and each owner of any Lot, and apartment unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association as hereinbefore provided: (1) annual assessments or charges; (2) monthly special assessments for water and sewer services furnished and consumed by the occupants of such Lots, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. All annual and special assessments, together with such interest thereon

and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

BOOK 951 PAGE 89

Section 2: Purpose of Assessments: The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and in particular for the improvement and maintenance of the Properties, service and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and the homes situated upon the Properties, all as set forth in the preceeding Article VI hereof.

Section 3: Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of a lot, the maximum annual common area assessment shall be Four-hundred twenty and no/100 dollars (\$420.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership (the same percentage increase, if any as the Consumer Price Index, all items, City of Portland, published by the Department of Labor, Washington D. C.) for the preceeding month of July as compared to the previous July Index.

(b) From and after January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual assessment may be increased by the Association above that established by the Consumer Price Index Formula by a vote of the members who are owners of lots, for the next succeeding three (3) years and at the end of each such period of three (3) years, for succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of (each class of members) at a meeting duly called for this purpose, written notice of which shall be sent to all such members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting.

(c) After consideration of current and future maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

(d) Class C memberships will be assessed at 50 percent of Class A memberships for each apartment unit owned.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for the purpose of making special assessments. Written notice of the meeting shall be sent to all members not less than 30 days, nor more than 60 days, in advance of, the meeting setting forth the purposes of the meeting.

Section 5: Special Monthly assessments for Utility Services (Sewer and/or Water) Furnished to Lots and Apartment Units.

In the event that charges for water and/or sewer services furnished to lots and apartment units shall be billed directly to the Association by the Water or Sewer District furnishing the same, on a single rate or bulk basis, each lot and apartment unit receiving such services shall be obligated to pay its pro rate portion of the total amount billed to the Association for such utility service. The due dates for payment of all such amount shall be established by the Board of Directors of the Association. Funds received by the Association for the purposes of paying water and sewer charges will be segregated from other Association funds and will not be used for any other purpose.

Section 6: Rate of Assessment. Both annual and special assessments will be fixed at a pro rate share for all lots and apartment units and may be collected on a monthly basis provided, however, lots will be divided into two categories: "Improved" and "Unimproved". "Unimproved Lots" may be assessed at one-half of the rate of "improved Lots". A lot will be deemed "improved" 120 days after commencement of the construction of a permanent structure thereon. Each apartment unit will be treated the same as one-half of a lot. All other lots shall be deemed "unimproved." Assessments for the apartment units shall not commence until completion of the building

BOOK 951 PAGE 90

D

in which the unit is located.

Section 7: Quorum for any Action Authorized Under Sections 3 and 4 Hereof.

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceeding meeting.

Section 8: Date of Commencement of Annual Assessments; Due Dates.

The annual assessment provided for herein shall commence as to all lots and apartment units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice thereof shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot or apartment unit have been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9: Effect of Non Payment of Assessments. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due day, it shall bear interest from the date of delinquency at the rate of 6% per annum; and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his lot. In the case of water service charges delinquent more than thirty (30) days, service may be suspended for the period of time such charges remain unpaid, provided, that upon payment, such service shall be promptly restored.

BOOK 951 PAGE 91

D

BOOK 951 PAGE 92

Section 10: Subordination of the Lien to Mortgages. The line of the assessments provided for herein shall be subordinate to the liens of any mortgage or mortgages. Sale or transfer of any lot or apartment unit shall not effect the assessment line. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a Decree of Foreclosure, under such mortgage or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or apartment unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oregon. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII
PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Oregon regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire of Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the others Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in

proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in Title.

Section 6: Arbitration: In the event of any disputes arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1:

(a) It is hereby designated that the Architectural Control Committee of the Bullrun Townhouse Association shall act as Administrators of the provisions of this Article.

(b) The Architectural Control Committee shall consist of as many persons as the Board of Directors of the Bullrun Townhouse Association shall designate, but not less than three and no more than nine. The directors of the Bullrun Townhouse Association shall have the right to terminate the term of office of any member of the Architectural Control Committee at any time and to appoint new or additional members. The Bullrun Townhouse Association shall keep on file at its principal office a list of the name and addresses of the members of the Architectural Control Committee.

Section 2: Approval of Plans by Architectural Control Committee.

(a) No building, fence, wall, or other structure shall be constructed or altered until there has been filed with and approved by the Architectural Control Committee plans and specifications of the same. Included with each proposal shall be, in a form satisfactory to the Architectural Control

dimension of the improvements; (2) the exterior design; (3) the exterior color scheme; (4) the exact location of the improvement on the lot; (5) the location of driveways and parking areas; (6) the scheme for drainage and grading; and (7) proposed landscaping.

(h) Approval of said plans and specifications may be withheld if the proposed improvement is at variance with these covenants. Approval may also be withheld if in the opinion of the Architectural Control Committee, the proposed improvement will be detrimental to the community because of grading and drainage plan, location of the structure on the building site, color scheme, finish design, proportions, shape, height, style, appropriateness, material use thereon, or landscaping plan.

(c) Changes in exterior color schemes of all structures shall be submitted to the Architectural Control Committee for approval.

(d) Landowners may appeal any decision made by the Architectural Control Committee to the Board of Trustees of the Bullrun Townhouse Association, whose decision shall be final.

(e) The Architectural Control Committees' approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(f) It shall be the responsibility of the Architectural Control Committee to determine that improvements have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the improvements. In the event the Architectural Control Committee shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the landowner within in said sixty-day period, whereupon the Owner, within such time as the Architectural Control Committee shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such action as the Architectural Control Committee shall designate. If no action as the Architectural Control Committee is taken within sixty (60) days of the date of the completion of the improvements, the improvement shall conclusively be deemed to be satisfactory to the Architectural Control Committee.

(g) The original construction by the Declarant hereunder or by any other firm, person or corporation approved by the Declarant and engaged in construction in the ordinary course of business shall be exempt from the requirements of this Section 2.

BOOK 951 PAGE 95

ARTICLE X
PERMITTED AND PROHIBITED USES

Section 1: All property in Bullrun Townhouse shall be used solely and exclusively for residences. A building site shall consist of not less than on (1) lot as shown on the recorded plat, and no lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites. Nothing hereon shall be constructed as preventing use of any portion of the property as a multi-family apartment building.

Section 2: No animals, livestock, or poultry of any kind other than house pets shall be kept or maintained on any part of said property. Dogs and cats, not to exceed a total of two(2), may be kept on said property provided that they are not kept, bred, or maintained for any commercial use or purpose, and kept on a leash at all times when outside.

Section 3: No building or structure shall be moved onto any land embraced in said subdivision from any land outside of said subdivision. No trailers shall be maintained on any building site as a residence. No building of any kind shall be erected or maintained on a building site prior to the erection of a dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the storing of tools, and other articles, but shall not be used for residence purposes.

Section 4: Except with the approval of the Architectural Control Committee, landowners shall at no time keep or permit to be kept of their premises any house trailer, truck, camper, mobile home or boat trailer, unless housed within a garage or suitably screened from view of street or park areas.

Section 5: The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction

Until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within ten (10) months from the date of commencement of the construction of that structure, unless prevented by cause beyond the Owner's control.

Section 6: No garbage, refuse, rubbish, or cuttings shall be deposited on or left on the lot or apartment premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property said subdivision until the Owner is ready to commence construction, and then such material shall be placed within the property line of the building site upon which the structure are to be erected, and shall not be placed in the street. The recreation vehicle storage area may be used for storage of building materials if space is available.

Section 7: No noxious or undesirable thing, or noxious or undesirable use of the property in said addition, whatsoever, shall be permitted or maintained upon any building sites in said addition. If the Architectural Control Committee shall determine what use is undesirable or noxious, such determination shall be conclusive.

Section 8: No signs of any kind nor for any use, except public notice by a political division of the State or any as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, provided, however, that any builder may erect and display signs during the period he is building and selling property in said subdivision, and that any owner wishing to sell his home may place one sign not larger than four hundred (400) square inches, advertising the property for rent or sale.

Section 9: Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on any of the building sites of the subdivision described herein.

Section 10: No individual water supply shall be permitted on any lot or apartment unit unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Multnomah County Health Department. Approval of such systems as installed shall be obtained from such authority.

BOOK 951
PAGE 96

Section 11: No clothes line shall be located on a lot or apartment unit premises so as to be visible from the street, a private way, dwelling houses on other lots & apartments or public areas.

Section 12: No fuel tank shall be maintained above ground on any lot or apartment unit premises unless screened from view in a manner satisfactory to the Architectural Control Committee.

Section 13: Except with the permission of the Architectural Control Committee, the natural drainage of any lot or apartment building shall not be changed.

Section 14: Except with the approval of the Architectural Control Committee, no persons shall reside upon the premises of any lot or apartment until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Architectural Control Committee have been completed.

Section 15: Exterior lighting of any sort which is visible from any street or from any park area or dwelling house in this subdivision shall not be installed without first obtaining written permission from the Architectural Control Committee.

ARTICLE XI

EASEMENT

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or other instruments of record.

ARTICLE XII

PRESERVATION OF VIEW RIGHTS

The Architectural Control Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any lot or apartment unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the landowner involved, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within thirty (30) days after receipt of such notice, the landowner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Control Committee, the Bullrun Townhouse Association if it so desires, may charge the cost of such work to the residents of this subdivision who have refused to perform the pruning or removal of such trees or other vegetation.

BOOK 951
PAGE 97

ARTICLE XIII
GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot, or apartment unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the voting power of the membership, and thereafter by written consent of not less than seventy-five percent (75%) of the lot owners. Any amendment shall be by instrument executed by the President and Secretary of the Association and must be properly recorded.

BOOK 951 PAGE 98



AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF

BOOK 1143 PAGE 431

BULLRUN TOWNHOUSES

Bullrun Townhouse Association, by and through the authority granted to its duly elected officers and Benj. Franklin Federal Savings and Loan Association due hereby amend Section 4, ARTICLE I of Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses as recorded in Book 941, page 534, on August 2, 1973 and re-recorded in Book 951, page 83, on September 26, 1973, Multnomah County records to read as follows:

The "Common Area" together with the "Lots" as set forth in the Plat of Bull Run Block 4, 5 and 6, as recorded in Plat Book 1204, page 41, on June 27, 1973 is hereby amended to conform to "A Replat of a Portion of Block 5, Lots 33 through 65" Bull Run, as recorded in Plat Book 1206 page ~~87~~ on December 2, 1976.

Dated this 2 day of December 1976.

BULLRUN TOWNHOUSE ASSOCIATION

By Robert R. Blades Pres.

By George O. Griffin, Sec.

Benj. Franklin Federal Savings
and Loan Association

By D. H. McIntyre
Senior Vice President

STATE OF OREGON)
County of Multnomah) ss.

12-2, 1976

Personally appeared Robert R. Blades and George O. Griffin who, being sworn, stated that the former is the President and that the latter is the Secretary of Bull Run Townhouse Association and that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

Before me:

Dale B. Brown
Notary Public for Oregon
My commission expires: 10-19-79

STATE OF OREGON)
County of Multnomah) ss.

December 2, 1976

Personally appeared D. H. McIntyre who, being sworn, stated that he is the Senior Vice President of Benj. Franklin Federal Savings and Loan Association of Portland and that this instrument was signed in behalf of the Corporation by authority of its Board of Directors.

Before me:

Dale B. Brown
Notary Public for Oregon
My commission expires: 10-19-79

AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF

BULLRUN TOWNHOUSES

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The "Common Area" together with the "Lots" as set forth in the Plat of Bull Run Block 4, 5 and 6, as recorded in Plat Book 1204, page 41, on June 27, 1973 is hereby amended to conform to "A Replat of Block 4 and a Portion of Block 5, Lots 66 through 99" Bull Run, as recorded in Plat Book 1207 page 60 on June 15, 1977.

Dated this 15th day of June 1977.

BULLRUN TOWNHOUSE ASSOCIATION

By Robert R. Blades

By George O. Griffin

Benj. Franklin Federal Savings and Loan Association

By D. H. McIntyre

STATE OF OREGON)
)ss.
County of Multnomah)

June 15, 1977

Personally appeared Robert R. Blades and George O. Griffin who, being sworn, stated that the former is the President and that the latter is the Secretary of Bull Run Townhouse Association and that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

Before me:

Janita M. Haglund
Notary Public for Oregon
My commission expires: 1-30-81

STATE OF OREGON)
)ss.
County of Multnomah)

June 15, 1977

Personally appeared D. H. McIntyre who, being sworn, stated that he is the Senior Vice President of Benj. Franklin Federal Savings and Loan Association of Portland and that this instrument was signed in behalf of the Corporation by authority of its Board of Directors

Before me:

George O. Griffin
Notary Public for Oregon
My commission expires: 11-9-79

After Recording Return to:
Benj. Franklin Federal
Savings and Loan Assn.
One S.W. Columbia
Portland, Oregon 97258
Attn: George Griffin
REO Dept - 18th Floor

AMENDMENT
OF
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF
BULLRUN TOWNHOUSES

Bullrun Townhouse Association, by and through the authority granted to its duly elected officers and Benj. Franklin Federal Savings and Loan Association does hereby amend the Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses as recorded in Book 941, Page 534, on August 2, 1973, and re-recorded in Book 951, page 83, on September 26, 1973, and amended by instruments recorded in Book 1143, page 431, on December 2, 1976, and Book 1186, page 738, on June 15, 1977, Multnomah County Records, as follows:

(1) The following described real property is hereby subjected to the aforesaid Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses:

That parcel of real property situated in the County of Multnomah, State of Oregon, more particularly described as Lots 20 and 21, DANIEL ACRES, City of Gresham, Multnomah County, Oregon.

(2) Section 4, Article I, of the aforesaid Declaration of Covenants, Conditions and Restrictions is hereby amended to conform the common area to include that common area as set forth in a Replat of Block 6, Bullrun, as recorded in Plat Book 1208, page 52, on December 19, 1977.

Except as specifically amended hereinabove, said Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses, as amended, remains in full force and effect according to the terms and conditions thereof.

DATED this 8th day of June, 1978.

BULLRUN TOWNHOUSE ASSOCIATION

By: [Signature]

By: [Signature]
Secretary-Treasurer

BENJ. FRANKLIN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF PORTLAND

AMENDMENT
OF
DECLARATION
OF

BOOK 1717 PAGE 856

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE VIII

BULL RUN TOWNHOUSE ASSOCIATION by vote of a quorum of homeowners as defined in Article XIII, Section 3, Book 951, Page 98 has caused Section 3 of said Article to read as follows, said Article recorded in Book 951, Page 92:

CHANGE: Section 3 to read as follows:

Section 3. Destruction of Party Wall by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty the Association shall provide repair or replacement as defined in the blanket insurance policy covering the Association for casualty loss.

Any additional cost and the deductible shall be paid by the unit owners and divided equally among the affected units.

Dated this 4th day of January 1984.

BULL RUN TOWNHOUSE ASSOCIATION

By Barbara Andre
Barbara Andre, President

By Lorraine Martin
Lorraine Martin, Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

January 1984

Personally appeared Barbara Andre and Lorraine Martin who, being sworn, stated that the foremer is the President and that the latter is the Secretary of Bull Run Townhouse Association and that this instrument was voluntarily signed in behalf of the Corporation by authority of its membership.

Before me:

Sharon K. Sammons
SHARON K. SAMMONS
Notary Public for Oregon
My commission expires 1-15-86

Return To:

Bull Run Townhouse Association
381 N.E. Village Squire Avenue #11

After recording return to:
Patrick T. Foran
Wyse Kadish LLP
900 SW Fifth Avenue, Suite 2000
Portland, Oregon 97204

Multnomah County Official Records E Murray, Deputy Clerk	2022-030656 03/23/2022 09:42:36 AM
COND-AMEN Pgs=3 Stn=53 ATAA \$15.00 \$11.00 \$10.00 \$60.00	\$96.00

**SIXTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF
BULLRUN TOWNHOUSES**

RECITALS

A. Bullrun Townhouse Association (“Association”) is governed, in part, by the following documents (“Governing Documents”) recorded in Multnomah County, Oregon:

- Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses recorded on August 2, 1973, in Book 941, Page 534, and re-recorded on September 26, 1973, in Book 951, Page 83; and amended by instruments recorded on December 2, 1976, in Book 1143, Page 431, June 15, 1977, in Book 1186, Page 738, June 14, 1978, in Book 1271, Page 1428, January 4, 1984, in Book 1717, Page 856, and January 4, 1984, in Book 1717, Page 857 (collectively, “Declaration”).
- Amended and Restated Bylaws of Bullrun Townhouse Association, recorded on March 25, 1985; Amendment to the Bylaws of Bullrun Townhouse Association, recorded on November 9, 1999, as Document No. 99205867; First Amendment to the Amended and Restated Bylaws of Bullrun Townhouse Association recorded on November 20, 2003, as Document No. 2003-274722; and Second Amendment to Amended and Restated Bylaws of Bullrun Townhouse Association, recorded on November 20, 2003, as Document No. 2003-274723 (collectively, “Bylaws”).
- Plat maps of Bullrun Townhouses

B. On May 21, 2021, Governor Kate Brown signed into law House Bill 2534, Chapter 67, (2021 Laws) (“HB 2534”).

C. HB 2534 amends the Oregon Planned Community Act, ORS 94.550 *et seq.* and requires homeowners' associations to review the governing documents binding on the planned community and to certify that they do not contain any restriction, rule or regulation against the use of the community or the lots by a person or group of persons because of race, color, religion, sex, sexual orientation, national origin, marital status, familial status, source of income, disability, or the number of individuals, including family members, persons of close affinity or unrelated persons, who are simultaneously occupying a dwelling unit within occupancy limits.

D. HB 2534 requires homeowners' associations either to (1) amend or restate its governing documents, as necessary, to remove all discriminatory restrictions that would violate ORS 93.270(2), or (2) execute and record a declaration certifying that the Board of Directors has reviewed the governing documents and determined that they do not contain any restriction, rule, or regulation prohibited by HB 2534.

E. The Association's Board of Directors has reviewed the Association's Governing Documents and has determined that the Declaration contains gendered language that needs to be defined to include all genders, in part, to comply with HB 2534 and ORS 93.270(2).

F. Consistent with HB 2534, and as certified by the Association's president and secretary, the Board of Directors has voted to amend the Declaration as follows:

AMENDMENT

1. Article XIII, Section 4 is added to the Declaration as follows:

"All references in this Declaration to the singular include the plural, and all plural references include the singular. All gendered references contained in this Declaration including, but not limited to, "he," "his," "her," or "hers" include and refer to all genders including, without limitation, the masculine, feminine, or nonbinary."

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2. Except as provided above, the Declaration remains unmodified and in full force and effect.

The Chairman and Secretary certify that this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses under HB 2534 was duly approved by the Board of Directors on February 21, 2022.

Bullrun Townhouse Association

By: *J. Kile* 3-22-2022
President

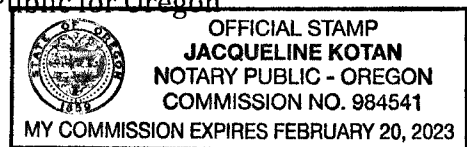
By: *Laura L Lee* 03-22-2022
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument and certification were acknowledged before me by Dillon Kile, President of Bullrun Townhouse Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.

Jacqueline Kotan 3/22/2022
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Multnomah)



This instrument and certification were acknowledged before me by Laura Lee, Secretary of Bullrun Townhouse Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.

Jacqueline Kotan 3/22/2022
Notary Public for Oregon

