

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLOCK 1
ARRANMORE
WASHINGTON COUNTY
STATE OF OREGON

07H-0000

TO: THE PUBLIC

THIS DECLARATION is made on August 2, 1977 by
W. C. BAUMAN CO., INC., hereinafter referred
to as "Declarant":

WHEREAS Declarant is the owner of certain real property
in Washington County, Oregon, designated as Block 1 on the
plat of Arranmore which is of record in the plat records of
Washington County and which is hereinafter referred to as "The
Properties," and

WHEREAS Declarant desires to subject The Properties to
certain covenants, conditions, restrictions, reservations,
easements and charges for the benefit of The Properties, and
its present and subsequent owners as hereinafter specified,
and Declarant will convey The Properties subject thereto,

NOW, THEREFORE, Declarant hereby declares that The
Properties are and shall be held, sold and conveyed upon and
subject to the covenants, conditions, restrictions, reserva-
tions, easements and charges hereinafter set forth, all of
which are for the purpose of enhancing and protecting the
value, desirability and attractiveness of The Properties.
These covenants, conditions, restrictions, reservations,
easements and charges (hereinafter referred to as "these
Covenants, Conditions and Restrictions") shall constitute
covenants to run with The Properties and shall be binding
upon all persons having or acquiring any right, title or
interest in The Properties or any part thereof, and shall
inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to
the Arranmore Homeowners' Association, an Oregon nonprofit
corporation, its successors and assigns.

Section 2. "Block" shall mean any plot of land designated by the term "Block" on any recorded plat of The Properties.

Section 3. "The Properties" shall mean the property described above and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

Section 4. "Common Areas" shall mean those areas of land shown or declared as such in any recorded plat of The Properties and any improvements and facilities constructed or placed thereon which are intended to be devoted to the common use and enjoyment of the Owners of The Properties.

Section 5. "Lot" shall mean any numbered plot of land shown upon any recorded plat of The Properties which is not designated as Common Areas or as a Block.

Section 6. "Building Site" shall mean a Lot or a parcel of land consisting of a portion of any Lot or contiguous portions of any two or more contiguous Lots.

Section 7. "Living Unit" shall mean any structure or portion of a Multifamily Structure situated upon The Properties designed and intended for use, occupancy and ownership as a residence by a single family and subject to separate ownership from other Living Units within the Multifamily Structure.

Section 8. "Leased Living Unit" shall mean an apartment consisting of one or more rooms in a Multifamily Structure intended for use and occupancy by a tenant of the Owner.

Section 9. "Member" shall mean every person or entity who holds membership in the Association.

Section 10. "Multifamily Structure" shall mean any structure located upon The Properties containing two or more Living Units and/or Leased Living Units.

Section 11. "Owner" shall mean and refer to the record owner of a possessory ownership interest, whether one or more persons or entities, of all or any part of The Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation and condominium associations owning record title to a parcel of land on which is located a condominium development.

Section 12. "Ordinance" shall mean Chapter 250 of the Washington County Comprehensive Plan and Orders No. 75-15Z and 75-16C of the Washington County Zoning Commission which relate specifically to The Properties and certain contiguous parcels of land.

Section 13. "Possessory Ownership Interest" shall mean the interest of the person having the right to possession of a Building Site or Living Unit or the lessor of a Leased Living Unit.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY AND MERGERS OF ASSOCIATIONS

Section 1. At any time prior to the conversion of the Class B membership to Class A membership, Declarant, as the Class B Member, shall have the right (subject, however, to the consent of the owner or owners of the property to be annexed) to annex, in whole or in part, the contiguous property identified in the Ordinance as part of the general plan of development for Arranmore and to thereby subject such property to the provisions hereof. Upon annexation, such property shall be included in the definition of "The Properties." Declarant shall make known to every purchaser the general plan of development for Arranmore by means of a brochure delivered to every purchaser prior to sale. The brochure shall indicate the contiguous property and the proposed land uses therein which are part of the general plan of development and the approximate size and locations of the proposed Common Areas. The brochure shall also contain a statement that the contiguous property, if annexed, will become subject to assessment for its just share of Association expenses.

Section 2. Property other than that identified in Section 1 of this article may be annexed at any time upon the assent of at least two thirds of the votes of each class of Members who are voting in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose thereof.

The presence of persons or proxies entitled to cast 60 percent of the votes of each class shall constitute a quorum at such meeting. In the event that a quorum is not present, another meeting may be called, pursuant to the notice requirement set forth above. A quorum at such meeting shall be one half of the quorum of each class required at the preceding meeting. If the required assent is not given, no subsequent meeting shall be held for the purpose of annexing property for 60 days from the date of the last of such meetings.