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# RECORDING COVER SHEET

## ALL TRANSACTIONS, PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

### AFTER RECORDING RETURN TO

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238

Tarlow Jordan & Schrader  
PO Box 230669  
Portland OR 97281  
(44064/30406 BSK)

STATE OF OREGON }  
County of Washington } SS

I, Jerry B. Hanson, Director of Assessment and Taxation, and Ex-Officio County Clerk for said county, do hereby certify that the within instrument has been received and recorded in the books of records of said county.



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1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a).  
*Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."*

Amendment to Declaration of Covenants, Conditions and Restrictions recorded December 19, 2000 as No. 2000085008

2. **DIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(b) or **GRANTOR**, as described in ORS 205.160.

Matrix Development Corporation, an Oregon corporation

3. **INDIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(a) or **GRANTEE**, as described in ORS 205.160.

Waterhouse South No. 6, Washington County, Oregon

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

N/A

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

N/A

6. **FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or WARRANT**, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

N/A

7. **THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED**, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

N/A

AFTER RECORDING RETURN TO:  
Tarlow Jordan & Schrader  
PO Box 230669  
Portland OR 97281  
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**ORIGINAL**

*This space provided for recorder's use.*

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WATERHOUSE SOUTH NO. 6**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERHOUSE SOUTH NO. 6 is made this 9<sup>th</sup> day of May, 2001, by Matrix Development Corporation, an Oregon corporation, as the Declarant.

**RECITALS**

A. The planned development Waterhouse South No. 6 is subject to the Declaration of Covenants, Conditions, and Restrictions for Waterhouse South No. 6 as recorded on December 19, 2000 as Document No. 2000085008 in Washington County (the "Declaration").

B. Tract N of Waterhouse South No. 6 is a Private Street to be owned by the owners of Lot 145 through Lot 157, inclusive, (the "Private Street") and is subject to the terms and conditions of a Private Roadway and Maintenance Agreement for Waterhouse South No. 6 as recorded in Book 133, Page(s) 36, 37 and 38, Plat Records for Washington County (the "Maintenance Agreement"). The Maintenance Agreement was executed and recorded by the Declarant.

C. Tract N is not a Common Area (as that term is defined in the Declaration) and the maintenance of the Private Street is to be provided for in the Maintenance Agreement, except as otherwise specifically set forth in the Declaration.

D. Declarant has determined that it is in the best interests of the owners of lots in Waterhouse South No. 6 for Tract N (Private Street) to be maintained by the Association and for Tract N to be subject to the Declaration. Declarant has further determined that the Maintenance Agreement is not required and elects to terminate and rescind all terms and conditions thereof.

**THEREFORE**, Declarant hereby amends the Declaration as follows:

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CONDITIONS AND RESTRICTIONS FOR  
WATERHOUSE SOUTH NO. 6**

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## AMENDMENTS

### 1. ARTICLE 3 - OWNERSHIP AND EASEMENTS

- a. Article 3.4.4 Private Street shall be replaced with the following new paragraphs:

3.4.4. Private Street. The owners of Lot 145 through Lot 157, inclusive, will have an equal undivided fee interest in the Private Street designated on the Plat as Tract N, which interest shall be indivisible from lot ownership. The owners of each respective lot sharing the private street will be mutually and equally responsible for the maintenance costs associated with Tract N. The Association shall maintain the Private Street, and the landscaping and irrigation systems on the landscaped island on Tract N, and shall have an easement therefor. The respective lots shall have a private reciprocal right of access and maintenance easement over the Private Street.

3.4.4.(a) Maintenance Responsibility. All maintenance and other related matters concerning the Private Street in Tract N will be the obligation of the Association, as the Association determines necessary to keep the Private Street maintained to a standard appropriate for all-weather paved road. The Association shall also maintain the landscaping and irrigation systems on the landscaped island in Tract N.

3.4.4.(b) Payment of Maintenance Costs. The owners of Lot 145 through Lot 157, inclusive, will be mutually and equally responsible to pay the Association for all maintenance and repair costs described in Section 3.4.4(a) above, on a per lot basis regardless of frontage, location or improvements. The maintenance and repair costs shall be funded by assessments paid by the Private Street owners pursuant to Article 10.1, below. If any individual owner of Tract N shall cause any portion of the Private Street to be damaged, that owner shall be solely responsible for the entire cost of repair to the satisfaction of the Association within thirty (30) calendar days of notice of such cost from the Association.

3.4.4.(c) Insurance. The owners of Lot 145 through Lot 157, inclusive, shall share equally on a per lot basis in the liability of the Tract N. Each owner shall obtain homeowner's liability insurance which includes all risks arising directly or indirectly out of the public use of Tract N at a level determined by the Association. Each owner shall furnish proof of such coverage to the Association. The Association shall have the right to obtain insurance coverage on behalf of any lot owner who fails to provide proof of coverage to the Association. Any such policy obtained by the Association shall increase that lot owner's assessment.

