

Clackamas County Official Records	<b>2017-035470</b>
Sherry Hall, County Clerk	05/26/2017 01:41:01 PM
D-MA                      Cnt=2 Stn=0 KARLYN	
\$20.00 \$5.00 \$16.00 \$10.00 \$20.00 \$22.00	<b>\$93.00</b>

After recording send to:  
**Sandy Creekside Village LLC**  
**P O Box 288**  
**Washougal, WA 98671**

**BUILDING MAINTENANCE AND SHARED ELEMENTS EASEMENT FOR  
 CHAMPION VILLAGE TOWNHOMES, SANDY, OREGON**

WITNESSETH:

Whereas Sandy Creekside Village, LLC ("Owner"), is the 100% owner and builder of Lots 1 through 65 Champion Village, City of Sandy, county of Clackamas and State of Oregon ("Property"), and is constructing 65 attached, zero lot line, Townhomes on the Property. This agreement shall encumber and obligate:

Champion Village lots 33 through 38 and legally described as per the attached Exhibit "A" including addresses and property owners as of the signing of this agreement.

Whereas, the elements as specified herein will be maintained by the owners and/or the Champion Village Homeowners Association (Association) of the Property.

Now, therefore, it is agreed as follows:

- 1) The word "Elements" or "Common Elements"; as referred to in this agreement shall specifically include, but is not limited to, the shared Property: firewalls, roof trusses, overlapping roof sheeting, overlapping roofing, shared foundations walls and footings, overlapping siding, attached garages, driveways, porches, or balconies; all of which may share or cross the property lines of the parcels; together with shared easements for, utilities, water lines, storm sewers, sanitary sewers, rain drains, footing drains, landscaping and irrigation, drainage lines and fences within the property lines of the parcels necessary for the construction and service to the Townhomes on the Property, together with all parts and/or portions of property defined as common elements under Oregon law.
- 2) Each owner of the Property, together with and subject to duties and obligation of the established Association of record, shall maintain the Elements in a good and safe condition and in compliance with the appropriate State of Oregon building codes, including specialty codes. Except as may be needed for inspection or general maintenance, the Common Elements Identified shall not be altered without the analysis and written approval of a structural engineer registered in the State of Oregon and by approval and permit from all governing jurisdictions.
- 3) When Shared Elements require maintenance, repair, or replacement, the Owners shall be jointly responsible for such repair and/or replacement, and the Owners of such affected Homes shall share equally in the expense of such repair. The cost of reasonable repair and maintenance of the Elements shall be shared by the owners who make use of the Elements in proportion to such use, or as otherwise provided by the Association and the subdivision's recorded Covenants and Conditions (Declaration). Absent evidence to the contrary, it shall be presumed that the owners of the Property use the Elements in equal proportions. If an owner or his agent acts or fails to act in a manner that requires repair of the Elements other than through normal wear, such owner shall bear the full cost and responsibility of returning the Elements to their condition prior to such act or omission. In the event such owner refuses or neglects to restore said elements, the other Property owner may have such repairs made and assess the Property owner causing the need for the repairs with the reasonable cost of such repairs. In the event the owner causing the need for repairs fails to pay the cost of such repairs within ten days following written

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Washougal, WA 98671

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demand for payment, the owner who paid for the repairs may claim a lien on the portion of the Property owned by the noncomplying owner for the amount of the repairs, together with interest thereon from the date of payment at 12% per annum until paid, together with the reasonable attorney fees in all forums incurred by the owner demanding payment. Such lien shall be foreclosed in accordance with Oregon law.

4) An owner or Association maintaining, repairing and /or reconstructing one or more Elements shall have the right of access over the Property to the extent reasonably necessary to affect the same.

5) If any portion of the party wall or other part of the building or structure now or hereafter constructed upon said Property encroaches upon any part of the parcel or parcels used or designated for use by another owner, an easement for the encroachment and the maintenance of same is hereby granted to all present and future owners of such encroaching building or structure, and the governing Homeowners "Association" as it may apply, for the purpose of occupying and/or maintaining the same; in the event a unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted to each owner and reserved by each owner, or Association, on and upon each unit and parcel for the foregoing purposes.

6) All lots are subject to a public utility easement of 8 feet in width from the front property line, parallel with the front property line; and 5 feet in width from the rear property line parallel with the rear line for lots 13 through 38, for installation, maintenance, repair and replacement of all utilities, serving the Property, as may be necessary. All utilities using these easements shall promptly return the Property at the utility's sole expense to the property's original finished condition prior to the utility's repair or installation.

7) This agreement may be amended at any time by all owners of said lots with the exception of those elements required by the state building code as defined in ORS 455.010, which elements shall be maintained without exception. A copy of the amended agreement shall be supplied to and reviewed and approved by the governing jurisdiction's building official. The amended agreement shall be recorded following such review with the county recorder's office.

8) The parties shall hold harmless, defend and indemnify the City of Sandy, Oregon, Sandy Creekside Village, LLC, the Association, and their officers, directors, members, agents and employees against all claims, demands, actions and suits including attorney's fees and cost brought against any of them arising out of and/or related to this Building Maintenance and Shared Elements Easement, including without limitation failure to properly design, locate and construct, repair and/or maintain the Elements.

9) The parties acknowledge that this agreement is executed in part to comply with the appropriate State of Oregon specialty code.

10) To the extent that owners may have in common a Shared Driveway access, each owner grants a non-exclusive Private Access Easement to the adjoining Lot solely for ingress and egress across that portion of the neighboring lot extending across the common boundaries between Lots for the purpose of access and shared maintenance. The Shared Access easement is limited to access and maintenance and is not an easement to reside or occupy across a neighboring property line. Each easement shall run with the land in perpetuity. All decisions concerning the repair, maintenance, and replacement of a Shared Access Easement shall be vested with the common owners of adjoining Lots so obligated to contribute on an equal pro rata basis to the repair, maintenance and/or replacement costs of the Shared Access. All Owners shall make all decisions unanimously relating to the foregoing Shared Access Easements with respect to all reasonable and necessary maintenance, repair and/or replacement expenses. All such decisions shall be in writing and signed by all owners approving such expenses. Notwithstanding the foregoing, at all times the Shared Access shall be maintained in safe condition and shall comply with all applicable municipal codes and ordinances.

11) In the event that the parties are unable to agree as to any matter covered by this Shared Elements Easement, including specifically but not limited to the necessity for access repair or maintenance work, the dispute shall be settled by binding arbitration. The arbitrator shall be appointed by the presiding Judge

of the Clackamas County Circuit Court upon request of any party bound by this agreement. The prevailing party, or parties, shall recover reasonable attorney fees, in arbitration, at trial, and on appeal.

12) In the absence of any Association or Declaration, all maintenance and shared obligations herein described shall remain in full effect and the duty of all Property Owners.

13) These access and maintenance easements created herein shall burden, benefit and attach to the Property, shall run in perpetuity with the Property and shall be binding on all successors in interest.

14) Sandy Creekside Village LLC being the sole and 100% owner of record hereby agrees to the foregoing and upon notarized signature, shall cause this agreement to be recorded in the Clackamas County records.

15) Contact information:  
Sandy Creekside Village LLC  
Champion Village Homeowners Association  
4225 NE St James Rd  
Vancouver, WA 98663

Owner:

[Signature] 5-26-17  
Sandy Creekside Village, LLC date

Approved:

[Signature] C.B.O. 5-26-2017  
City of Sandy, Oregon date

Notary Seal:

State of OREGON )  
 )ss  
County of MULTNOMATH



\*\*as managing member of

On this day personally appeared before me Mark H Zoller for Sandy Creekside Village as the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of May 2017  
[Signature]

Notary Public in and for the State of Oregon  
Residing in City of grosh.  
My commission expires 12/23/17

Exhibit "A"

OWNER	SITE ADDRESS	CITY	ST	ZIP	MAILING	CITY	ST	ZIP	REF PARCEL	PARCEL	LEGAL DESCRIPTION	Lot
Sandy Creekside Village LLC	16825 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03300	05022189	CHAMPION VILLAGE	33
Sandy Creekside Village LLC	16829 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03400	05022190	CHAMPION VILLAGE	34
Sandy Creekside Village LLC	16833 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03500	05022191	CHAMPION VILLAGE	35
Sandy Creekside Village LLC	16837 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03600	05022192	CHAMPION VILLAGE	36
Sandy Creekside Village LLC	16841 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03700	05022193	CHAMPION VILLAGE	37
Sandy Creekside Village LLC	16845 Chula Vista Ave	Sandy	OR	97055	Po Box 288	Washougal	WA	98671	24E15AB03800	05022194	CHAMPION VILLAGE	38

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AFTER RECORDING RETURN TO:  
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Washougal, WA 98671

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Sherry Hall, County Clerk  
05/26/2017 01:41:01 PM  
D-E Cnt=1 Str=0 KARLYN  
\$15.00 \$16.00 \$10.00 \$22.00 **\$63.00**

**STORM SEWER EASEMENT**

The GRANTOR(S) Sandy Creekside Village, LLC reserve unto itself and all owners in succession, a perpetual, non-exclusive easement for storm sewer lines and cleanouts, or other utility uses, over, on and across the following described real estate:

Exhibit "A" attached and made a part of this easement.

in the County of Clackamas, State of Oregon. which easement shall run with the land and mutually benefits, and is served by, Lot 13 through Lot 38, Champion Village, Plat Records of Clackamas County, Oregon.

Dated this 26 day of May, 2017  
[Signature] Grantor

STATE OF Oregon )  
 ) ss  
COUNTY OF Multnomah



\*of Sandy Creekside Village

ON THIS day of May, 2017, before me, personally appeared Mark H Zoller, to me known to be the Managing Member of the Grantor, of the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

[Signature] Notary Public in and for the State of Oregon  
residing at City of gresham My Appointment Expires 12/23/17

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AFTER RECORDING RETURN TO:

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Washougal, WA 98671

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Dated this 26 day of Aug, 2017

Mark H Zoller Grantor

STATE OF Oregon )  
 ) :ss  
COUNTY OF Multnomah



\*of Sandy Creekside Village

ON THIS day of 26, 2017, before me, personally appeared Mark H Zoller, to me known to be the Managing Member <sup>MAN</sup> of the Grantor, of the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Michelle Lynn Card Notary Public in and for the State of Oregon  
residing at City of Gresham My Appointment Expires 12/23/17



**CENTERLINE CONCEPTS**  
LAND SURVEYING, INC.

19376 Molalla Avenue, Suite 120, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

**Exhibit "A"**  
**Storm Sewer Easement**  
**Legal Description**

A Tract of land being a portion of Lots 13 through 38, "Champion Village", Plat Records of Clackamas County, located in the Northeast one-quarter of Section 15, Township 2 South, Range 4 East of the Willamette Meridian, City of Sandy, County of Clackamas, State of Oregon, being more particularly described as follows:

**BEGINNING** at the Northwest corner of Lot 13, "Champion Village", Plat Records of Clackamas County; thence along the North line of said Lot 13, N75°28'49"E, 5.00 feet a point being 5.00 feet East of the West of said Lot 13 and the West line of Lots 14 through 38 of said Plat, when measure at right angles; thence East of, parallel with, and 5.00 feet distant from said east line, S14°31'11"E, 569.14 feet to the South line of said Lot 38; thence along said South line, N88°33'23"W, 5.20 feet to the Southwest corner thereof; thence along the West line of said Lot 38 and the West line of said Lots 13 through 37, N14°31'11"W, 567.71 feet to the **POINT OF BEGINNING**.

Contains 2,842 Square feet.

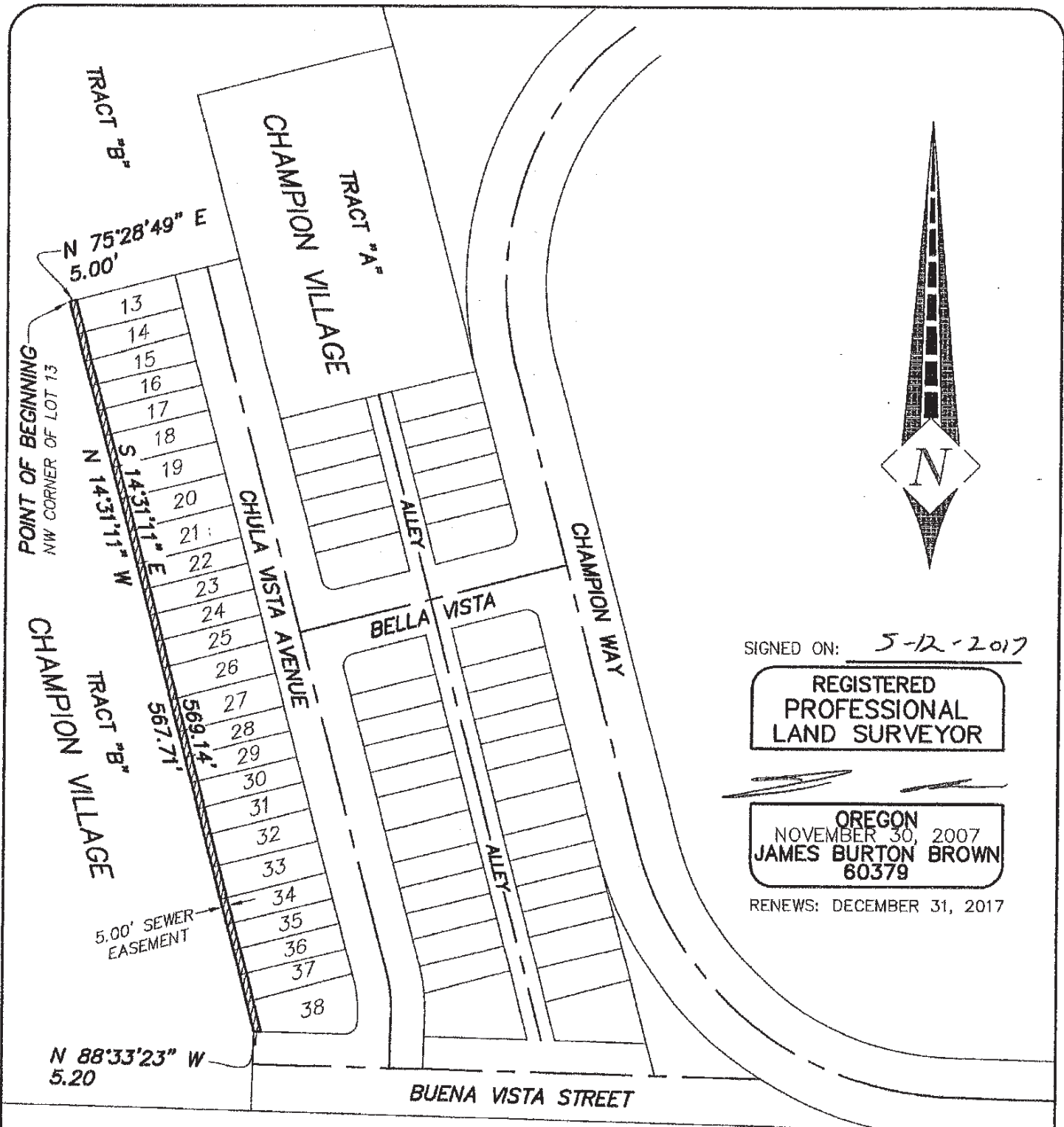
SIGNED ON: 5-12-2017

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
NOVEMBER 30, 2007  
JAMES BURTON BROWN  
60379

VALID THROUGH DECEMBER 31, 2017





SIGNED ON: 5-12-2017

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON  
NOVEMBER 30, 2007  
JAMES BURTON BROWN  
80379**

RENEWS: DECEMBER 31, 2017

CLIENT: **SANDY CREEKSIDE**  
 ORIG. DATE: **MAY 12, 2017**  
 DRAWN BY: **JL**  
 SHEET No. **1 OF 1**

**EXHIBIT "B"**  
**STORM SEWER EASEMENT**  
 CITY OF SANDY, CLACKAMAS COUNTY, OREGON  
 SCALE: 1"=100'

**CENTERLINE CONCEPTS  
 LAND SURVEYING, INC.**  
 19376 MOLALLA AVE., SUITE 120  
 OREGON CITY, OREGON 97045  
 PHONE 503.650.0188 FAX 503.650.0189