

**AGREEMENT FOR MODIFICATION**

THIS AGREEMENT is by and between the TANASBROOK CONDOMINIUM HOMEOWNERS ASSOCIATION (The “Association”) and \_\_\_\_\_, the owner(s) of Unit No. \_\_\_\_\_ at Tanasbrook Condominium (the “Owner”).

**RECITALS:**

Tanasbrook Condominium is a condominium located in Washington County, Oregon, and was created pursuant to a Declaration of Unit Ownership dated June 21, 1974, and recorded on the records of Washington County, Oregon, on June 21, 1974 as Document No. 13289 in Book 983, Page 176, et. seq. (the “Condominium”). The Condominium initially consisted of forty units and through recordation of various Supplemental Declarations, now consists of 340 units. The various owners of the 340 units constitute the Association.

The Association’s Board of Directors (the “Board”) manages and operates the project and the Association, pursuant to provisions of the Declaration, Supplemental Declarations, Bylaws and Articles of Incorporation.

Owner is the owner of Unit No. \_\_\_\_\_ in the Condominium and has exclusive right to use such unit, together with the limited common elements pertaining thereto.

Owner has asked permission of the Board to modify and/or make additions to portions of the limited and/or general common elements abutting this unit in the following particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as the “Modification and/or Addition”)

**After recording return to:  
Tanasbrook Homeowners’ Association  
1905 NW 179<sup>th</sup> Ave.  
Beaverton, OR 97006**

The authority of the Board to approve the installation and existence of this Modification and/or Addition without a vote of the members of the Association is not clear.

It is the desire of the Board and the Owner to enter into an agreement as to the Modification and/or Addition and its continued existence, including indemnification of the Board, other owners and the Association and to provide for reasonable use by the Owner which does not interfere with the use and enjoyment of other owners of their units and limited common elements of the general common elements.

**IT IS AGREED:**

**1. Permission for Modification.** Subject to the terms of this Agreement, including, but not limited to, obligations to remove it, the above-described Modification and/or Addition may be completed and may continue to exist.

**2. Maintenance and Repair.** The Modification and/or Addition and any replacement thereof shall be maintained in clean, sanitary, good repair and aesthetic condition by the Owner.

**3. Remedies of Association/Liens.** If the Modification and/or Addition becomes unsanitary, unsightly, or in disrepair, the Board may demand that it be removed at the expense of the owner. If such repair or removal is not completed within sixty (60) days after written demand, the Board, without notice, may effect removal thereof and may charge the Owner (or his successors in interest) for the costs thereof and for the costs of repair to the common elements. Alternatively, the Board may determine the costs of removal and/or restoration and assess the Owner for such costs prior to such removal and/or restoration. Such assessment shall be both a personal obligation of the Owner (and his successors in interest) and a lien against Unit No. \_\_\_\_\_ in the same manner as any other Association assessment.

**4. Damage to Common Element/Obligation for Repair.** Owner agrees to repair and restore any and all damage to the common elements, whether limited or general, caused by the Modification and/or Installation and/or existence, whether such damage or deterioration occurs or is discovered now or any time in the future.

**5. Liability and Indemnification/Insurance.** The Owner shall indemnify, defend and hold the Association, all owners of other units and the members and officers of the Association harmless from any damage to any portion of the limited common elements of the Condominium, and from any claims for personal injury, death or property damage arising from the use, location or operation of the Modification and/or Addition. The Owner shall maintain a policy of public liability insurance in the amount not less than \$250,000 naming the Association, its members and officers as additional insured parties for any claim, cause of action, suit or damages against any of them arising from the location, use or operation of the Modification and/or Addition.

**6. Subsequent Litigation.** It is understood that the Board of the Condominium is elected by the members of the Association and that the Board members change from time to time. Further, Owner recognizes the authority of the Board to grant approval for the installation and location of the Modification and/or Addition is unclear and that a subsequent Board may wish to rescind the authority and demand removal of the Modification and/or Addition.

In the event suit is brought against the Association, the Board or the Owner demanding removal of the Modification and/or Addition, Owner (and owners' successors in interest) shall indemnify, defend and hold the Association and the Board members harmless from such suit or action and agrees to pay the Associations' and the Board members' attorneys' fees incurred therein and in the event the suit is successful, Owner agrees to promptly remove the Modification and/or Addition and restore the common elements to a condition comparable to common elements elsewhere in the Condominium at Owner's or Owner's successor's sole cost.

**7. Continuing Obligation/Covenant Running with the Land.** Any obligations of the Owner (or Owners' successors in interest) incurred thereunder shall be both a personal obligation and a lien against Unit No. \_\_\_\_\_ and may be forced in the same manner as any obligation or assessment incurred pursuant to the Declaration, Supplemental Declaration or Bylaws of the Condominiums. This agreement shall be a covenant which shall run with the land and shall be binding upon the parties hereto and their successors, assigns, personal representatives, devisees and heirs.

**8. Costs and Attorneys' Fees.** In the event suit or action is instituted to enforce any of the terms and provisions of this Agreement, the prevailing party in such suit or action shall be entitled to its reasonable attorneys' fees incurred therein and in any appeal therefrom or review thereof.

TANASBROOK CONDOMINIUM HOMEOWNERS' ASSOCIATION

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Chairperson

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Owner of Unit No. \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Owner of Unit No. \_\_\_\_\_

STATE OF OREGON )  
)ss  
COUNTY OF WASHINGTON )

Personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_, who being first duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Tanasbrook Condominium Homeowners' Association, and that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors as its voluntary act and deed.

Before me: \_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_