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Richard Hobernicht, Director of
Assessment and Taxation, Ex-Officio

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GRANTOR:

Victoria Woods Owners Committee

GRANTEE:

Public

**2019 AMENDED AND RESTATED
DECLARATION FOR VICTORIA WOODS OWNERS COMMITTEE**

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DECLARATION OF PROTECTIVE COVENANTS
FOR
VICTORIA WOODS

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**2019 AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
VICTORIA WOODS
A PLANNED COMMUNITY**

This 2019 Amended and Restated Declaration of Protective Covenants of Victoria Woods (“2019 Amended and Restated Declaration”) is made by Victoria Woods Owners Committee, an Oregon nonprofit corporation (“Association”).

RECITALS

A. Victoria Woods is a planned community created by the following documents recorded, as indicated, in the Records of Washington County, Oregon:

Declaration of Protective Covenants of Victoria Woods recorded November 16, 1995, as Document No. 95-084502 (the “Initial Declaration”).
Bylaws of Victoria Woods Owners Committee (the “Initial Bylaws”).
Plat of Victoria Woods recorded November 16, 1995, as Document No. 9508498 in Plat Book 100, Page 34, Plat Records.

B. Association is the association of owners formed pursuant to the Initial Declaration and Initial Bylaws by Articles of Incorporation filed May 25, 2000, as Registry No. 755575-88, in the office of the Oregon Secretary of State, Corporation Division as further defined in Section 1.6 below.

C. By the following documents recorded in the Records of Washington County, Oregon, the Planned Community was expanded to include additional property:

Amendment No. 1 of Declaration of Protective Covenants of Victoria Woods recorded September 29, 1997, as Document No. 97-90720.
Amendment No. 2 of Declaration of Protective Covenants of Victoria Woods recorded March 4, 1999, as Document No. 99-026678.

D. The property currently subject to the Declaration and the jurisdiction of the Association is described in attached Exhibit A.

E. 2019 Amended and Restated Bylaws (“**2019 Amended and Restated Bylaws**”) are being recorded concurrently with this 2019 Amended and Restated Declaration.

F. As of January 1, 2002, Victoria Woods is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572 and this 2019 Amended and Restated Declaration and the 2019 Amended and Restated Bylaws.

G. The Association and owners desire to amend and restate in its entirety the Initial Declaration and all amendments, including the amendments set forth in Recital C above.

NOW, THEREFORE, pursuant to Article VII of the Initial Declaration and ORS 94.572 and 94.590, with the approval of owners of at least sixty percent (60%) of the lots, Association hereby amends and restates in its entirety the Declaration and all amendments thereto, including amendments set forth in Recital C above. The Initial Declaration as amended is replaced and superseded to the extent specified by this 2019 Amended and Restated Declaration that reads as set forth below.

ARTICLE 1 **DEFINITIONS**

When used in this Declaration, the following terms, whether or not capitalized, have the following meanings:

1.1 “**Act**” means the Oregon Planned Community Act, ORS 94.550 to 94.783, as it may be amended from time to time.

1.2 “**Architectural and Landscaping Review Committee**” or “**ALRC**” means the committee constituted and acting under Article 9 below.

1.3 “**Architectural Standards and Guidelines**” means the architectural standards and guidelines, if any, adopted by the Board of Directors under Section 8.3 below.

1.4 “**Articles of Incorporation**” means the Articles of Incorporation of the Association filed May 25, 2000, in the office of the Oregon Secretary of State, Corporation Division, as Registry No. 755575-88, as amended, restated or superseded in accordance with the Act and the Oregon Nonprofit Corporation Act.

1.5 “**Assessment**” means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of this Declaration, the Bylaws or the Act, including Annual Assessments, Special Assessments and Personal Assessments as provided under Article 11 below.

1.6 “**Association**” means Victoria Woods Owners Committee, an Oregon nonprofit corporation, and its successors and assigns, including a successor corporation under ORS 94.626 incorporated under Oregon Nonprofit Corporation Act under the name “Victoria Woods Owners Committee.”

1.7 “**Board of Directors**” or “**Board**” means the board of directors of the Association elected as provided in the Bylaws.

1.8 “**Bylaws**” means 2019 Amended and Restated Bylaws of Victoria Woods Owners Committee recorded concurrently with this Declaration, as the document may be amended or restated as provided under the document and the Act.

1.9 “**Common Expenses**” means expenditures made by or financial liabilities incurred by the Association, including expenses specified in Section 10.6 below.

1.10 “**Common Property**”

(a) Means any real property or interest in real property, including any Improvements located on the property, that is owned or leased by the Association or owned as tenants in common by the Owners. Common Property includes, without limitation, the property described in attached **Exhibit B**.

(b) Does not mean any Lot acquired by the Association:

(1) By foreclosure of the lien for unpaid Assessments against the Lot under ORS 94.550 to 94.783 or deed in lieu of foreclosure of the lien.

(2) As a result of any other suit or action to collect an unpaid Assessment or to enforce compliance with the Declaration or Bylaws or any Rules or Regulations.

1.11 “Declarant” means Matrix Development Corporation, an Oregon corporation, or its successors in interest.

1.12 “Declaration” means this 2019 Amended and Restated Declaration of Protective Covenants of Victoria Woods as the document may be amended or restated as provided in the document and under the Act.

1.13 “Delinquent Owner” means an Owner if any assessment imposed against the Owner or the Owner’s Lot is delinquent as provided under Section 11.3 below.

1.14 “Director” means a member of the Board of Directors.

1.15 “Dwelling”:

(a) Means any structure located on a Lot that is designated to be occupied as a single-family residence under Legal Requirements, including without limitation, accessory dwelling units and structures known as “tiny houses.”

(b) Includes garages, porches, decks, balconies and other similar structures.

1.16 Easement means those portions of the Property that are designated on the Plat or in this Declaration as reserved for a specific use or enjoyment.

1.17 “Improvement”

(a) Means every structure or other improvement, including, without limitation:

(1) Dwellings, buildings, outbuildings, swimming pools, storage shelters, driveways, pedestrian walkways, fences, barriers, stairs, decks, outdoor living areas, hot tubs, gazebos, dog runs, water features, tree houses, sports courts and play structures or other product of construction efforts on or in respect to the Property.

(2) Solar panels and basketball hoops.

(3) Landscaping, including hedges, windbreaks, planting, planted trees, shrubs, vegetation or ground cover of every type and every kind above the land surface.

(b) Does not mean any exterior antenna or satellite dish, authorized in accordance with Section 7.7 below.

1.18 “Individual” means a human being.

1.19 “Initial Bylaws” means Bylaws of Victoria Woods Owners Committee under date of March 7, 2000, and any amendments to the document.

1.20 **“Initial Declaration”** means Declaration of Protective Covenants of Victoria Woods Recorded November 16, 1995, as Document No. 95-084502 as amended or supplemented, including the following documents recorded in the Records of Washington County, Oregon:

Amendment No. 1 of Declaration of Protective Covenants of Victoria Woods recorded September 29, 1997, as Document No. 97-090720.

Amendment No. 2 of Declaration of Protective Covenants of Victoria Woods recorded March 4, 1999, as Document No. 99-026678.

1.21 **“Legal Requirements”** means all applicable local, state and federal statutes, rules, regulations, codes and other such requirements.

1.22 **“Lot”**:

(a) Means a numerically designated and depicted lot on a subdivision plat specified under Section 1.31 below.

(b) Means a numerically designated and depicted parcel on a partition plat specified under Section 1.33 below.

(c) When applicable, includes the Dwelling located thereon.

1.23 **“Majority” or “Majority of Owners”** means more than fifty percent (50%) of the Voting Rights allocated to the Lots under Section 5.3 below.

1.24 **“Mortgage”** means a mortgage, trust deed and a contract of sale (or memorandum of contract) that is recorded in the Records of Washington County, Oregon.

1.25 **“Mortgagee”** means a mortgagee, beneficiary of a trust deed and vendor under a contract for the sale of real estate (or Memorandum of Contract) that is recorded in the Records of Washington County, Oregon.

1.26 **“Occupant”**:

(a) Means an Individual residing in a Dwelling.

(b) When the context requires, includes an Owner.

1.27 **“Oregon Nonprofit Corporation Act”** means ORS Chapter 65, as it may be amended from time to time.

1.28 **“Owner”** means the person or persons owning a Lot (including the holder of a vendee’s interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor’s interest under a land sale contract, unless otherwise stated in the contract).

1.29 **“Owner in Good Standing”** means an Owner who is not a Delinquent Owner defined under Section 1.13 above.

1.30 **“Percent of Owners” or “Percentage of Owners”** means the percent of the Voting Rights allocated to the Lots under Section 5.3 below.

1.31 **“Person”** means an Individual, association, corporation, partnership, limited liability company or other legal entity.

1.32 **“Planned Community” and “Property”** mean the property described on attached Exhibit A and all Improvements located on the property.

1.33 **“Plat”** means one (1) or all, as the context requires, of the following plats that are recorded or that may be recorded in the Records of Washington County, Oregon:

(a) Victoria Woods recorded November 16, 1995, as Document No. 95084498 in Plat Book 100, Page 34, Plat Records (“Victoria Woods Plat”).

(b) Victoria Woods No. 2 recorded September 29, 1997, as Document No. 97090716 in Plat Book 113, Page 7, Plat Records (“Victoria Woods No. 2 Plat”).

(c) Victoria Woods No. 3 recorded March 4, 1999, as Document No. 99026675 in Plat Book 123, Page 11, Plat Records (“Victoria Woods No. 3 Plat”).

(d) Any other plat recorded under ORS 92.010 to 92.190 that is a replat of property described in Subsections (a) to (c) of this section.

(e) Any partition plat recorded under ORS 92.010 to 92.190 that is a partition or adjustment of property lines of property described in Subsections (a) to (d) of this section.

1.34 **“Record Date”** means the date established under Section 3.8 of the Bylaws on which the Association determines the identity of Owners and the rights of Owners for the purposes of this Declaration, the Bylaws, the Act and the Oregon Nonprofit Corporation Act.

1.35 **“Reserve Account”** means the account described under Section 10.5 of the Bylaws.

1.36 **“Resolution”** means a written document that:

(a) Is used by the Board of Directors at a meeting of the Board or by the Owners at a meeting of the Owners to adopt a Rule or Regulation; and

(b) Complies with the requirements of Section 6.8 of the Bylaws.

1.37 **“Rules and Regulations” or “Rules or Regulations”** means all or any, as the context requires, policies, procedures and rules adopted by the Board of Directors or Owners pursuant to the authority granted in this Declaration, the Bylaws, the Act or the Oregon Nonprofit Corporation Act.

1.38 **“Tract”** means a division of land designated with a letter and depicted on a plat specified under Section 1.33 above.

1.39 **“Victoria Woods”** means the Planned Community.

1.40 **“Voting Rights”** means the votes allocated to a Lot under Section 5.3 below.

1.41 **Additional Definitions.** Unless the context clearly requires otherwise:

(a) Incorporation by Reference. Except as otherwise provided in this Declaration, terms used in this Declaration, whether or not capitalized, that are defined in ORS 94.550 have the meanings set forth in ORS 94.550.

(b) Other Definitions. Terms that are not defined in this article but are defined elsewhere in this Declaration, whether or not capitalized, have the respective meanings given them in the provisions of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION;
DESCRIPTION AND CLASSIFICATION
OF PLANNED COMMUNITY

2.1 The Property.

(a) Legal Description; Binding Effect. Association hereby declares that all of the property described in attached **Exhibit A** shall be owned, conveyed, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration run with the Property and are binding upon all Persons having or acquiring any right, title or interest in the Property or any part thereof and inure to the benefit of the Association and each Owner.

(b) General Description of Planned Community. The Planned Community currently includes Common Property and Lots.

(c) Number and Designation of Lots. The Property currently consists of one hundred seventeen (117) Lots.

2.2 Classification of Planned Community; Application of Act. The Property is a Class I Planned Community and subject to the provisions of the Act as provided in this Declaration and the Bylaws.

ARTICLE 3
PROPERTY RIGHTS IN LOTS

3.1 Owner's General Right to Use and Benefit of Lot. Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Lot is entitled to the exclusive use and benefit of the Lot. Each Lot is bound by and the Owner shall comply with the restrictions contained in Articles 6, 7 and 8 below and all other provisions of this Declaration and the Bylaws for the mutual benefit of all Owners.

3.2 Restriction on Lot Division. A Lot may not be subdivided, partitioned or otherwise divided.

3.3 Property Line Adjustments.

(a) Subject to Subsection (b) of this section, with the written approval of the Board of Directors, the Owners of adjoining Lots may elect to adjust the property line between the Lots as may be permitted by the City of Tualatin and Washington County, Oregon in accordance with any applicable Legal Requirements. However, a property line adjusted in accordance with ORS 92.010 to 92.190 before the date this Declaration is recorded in Records of Washington County, Oregon, that was not approved by the Board of Directors is not in violation of this subsection.

(b) A property line adjustment, including by a partition plat, may not result in the elimination of a Lot.

3.4 Easements Shown on the Plat. Each Lot is subject to the easements shown on the applicable Plat, including, without limitation, the following shown on Victoria Wood Plat:

The Northerly 5.00 feet of Lot 10 is subject to a private access easement for the benefit of Tract "A." Said easement shall be automatically relinquished upon the establishment of an alternative access to Tract "A."

3.5 Easements Granted Under Initial Declaration. As provided under the Initial Declaration, the Association, for the benefit of all Owners, has an easement over Lots, 1, 2, and 4, Victoria Woods, for:

(a) Maintenance and repair of the easement monument, flowers, shrubbery, irrigation or any other landscaped improvements placed by Declarant.

(b) Maintenance, repair and replacement of masonry wall and monument.

3.6 Right of Entry. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, subject to Section 11.2 below, property is subject to the right of entry for the benefit of Owners and the Association as specified in this section.

(a) Lots. From time to time at reasonable intervals, upon request given to the Owner or Occupant, if the Owner does not reside in the Dwelling, any Person authorized by the Board may enter that part of the Lot outside the Dwelling to:

(1) Perform maintenance, repair and replacements under Sections 9.1 below or other provisions of this Declaration.

(2) Make emergency repairs to a part of the Lot outside the Dwelling that is necessary for the public safety or to prevent damage to Common Property or to another Lot.

(3) Determine whether or not the Lot is then in compliance with this Declaration, the Bylaws and any Rules and Regulations.

(4) For any other purposes permitted under this Declaration.

(b) Requests for Entry. Requests for entry under Subsection (a) of this section must be made in advance and at a time convenient to the Owner or Occupant, except in the case of emergency, when the right is immediate. An emergency entry may not be deemed to constitute a trespass or otherwise create any right of action in the Owner of the Lot.

3.7 Encroachments.

(a) As provided in ORS 94.733, each Lot and all Common Property have an easement over all Lots and Common Property for the purpose of accommodating any encroachment as a result of construction, reconstruction, repairs, settlement, shifting or movement of any portion of the Property.

(b) There are valid easements for the maintenance of the encroaching Lots and Common Property so long as the encroachments exist, and the rights and obligations of Owners may not be altered in any way by the encroachment. The encroachments described in this subsection may not be construed to be encumbrances affecting the marketability of title to any Lot.

(c) Nothing in this subsection relieves an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat.

ARTICLE 4
PROPERTY AND USE RIGHTS
IN COMMON PROPERTY

4.1 Tracts A and B. Tracts A and B, as shown on the Victoria Woods Plat, are designated as wetlands and may only be used for that purpose, unless otherwise permitted under ordinance or regulations of the City of Tualatin or Washington County, Oregon.

4.2 Owner Easement of Use and Enjoyment. Subject to the provisions of this article and other provisions of this Declaration, every Owner has right and easement of use and enjoyment in and to the Common Property. The easement is appurtenant to and passes with the title to every Lot as provided in ORS 94.733.

4.3 Extent of Owners' Rights. The rights of use and enjoyment in the Common Property are subject to the following and all other provisions of this Declaration:

(a) Easements. The following easements over, under and upon the Common Property are granted for the benefit of the Association and all Owners within the Property:

(1) An easement on all Common Property for underground installations and maintenance of power, gas, electric, water and other utility and communication lines and services and any easement shown on a Plat.

(2) An easement over streets for vehicular access within the Property and to adjacent areas.

(3) An easement for construction, maintenance, repair and use of Common Property, including Community Facilities and other Improvements located thereon.

(b) Use of Common Property.

(1) Except as may otherwise be provided in this section and other provisions of this Declaration:

(A) The Common Property is reserved for the exclusive use and enjoyment of all Owners.

(B) An Owner may not use any part of the Common Property for private purposes. Private purposes include, without limitation, placing, constructing or maintaining any Improvement on Common Property.

(2) The Common Property and any Improvements located on the Common Property must be used for the purposes for which the same are reasonably intended, and their use, operation and maintenance may not be obstructed, damaged or unreasonably interfered with by any Owner, Occupant or other Person.

4.4 Conveyances and Mortgages.

(a) The Association may sell, transfer, convey or subject to a security interest any portion of the Common Property if Owners holding eighty percent (80%) or more of the Voting Rights vote in favor of the action as provided in the Act.

(b) A sale, transfer, conveyance or encumbrance by a security interest of the Common Property or any portion of the Common Property may provide that the Common Property be

released from any restriction imposed on the Common Property by the Declaration or other governing document if the request for approval of the action also includes approval of the release. However, a sale, transfer or encumbrance may not deprive any Lot of its right of access to or support for the Lot without the consent of the Owner of the Lot.

(c) The Association shall treat proceeds of any sale under this section as an asset of the Association.

4.5 Grant of Easements and Other Interests.

(a) Authority to Grant. In addition to any other provisions of this Declaration, the Association may execute, acknowledge and deliver leases, easements, rights of way, licenses and other similar interests affecting Common Property and consent to vacation of roadways within and adjacent to Common Property as provided in the Act.

(b) Use of Proceeds. The Association shall treat proceeds of any grant or consent to vacation under this section as an asset of the Association.

4.6 Delegation of Use. An Owner may delegate Owner's right of enjoyment to the Common Property to Occupants and invitees as provided under this Declaration. Use of the Common Property by Occupants and invitees is subject to this Declaration, the Bylaws and all Rules and Regulations.

4.7 Judicial Partition Prohibited. Judicial partition by division of any Common Property under ORS 105.205 is not allowed.

ARTICLE 5 GOVERNANCE OF THE PLANNED COMMUNITY

The administration, management and operation of the Planned Community shall be by the Association as provided in this article, the Articles of Incorporation and the Bylaws.

5.1 Association Organization.

(a) Incorporation. The Association is organized as a nonprofit corporation under the Oregon Nonprofit Corporation Act. The name of the association is "Victoria Woods Owners Association."

(b) General Powers, Duties and Obligations. The Association has such powers and duties as may be granted to it or imposed by the Act, including each of the powers and duties set forth in ORS 94.630, as the statute may be amended to expand the scope of association powers and duties, together with such additional powers and duties afforded by this Declaration, the Bylaws, the Oregon Nonprofit Corporation Act and other documents specified in Section 7.17 below. The duties include:

(1) The establishment of Reserve Accounts in accordance with Section 10.5 of the Bylaws.

(2) The preparation, review and update of the reserve study and maintenance plan described under ORS 94.595 in accordance with Section 9.1 below and Section 10.5 of the Bylaws.

(c) Bylaws. The Bylaws govern the operation of the Association and the Planned Community.

(d) Board of Directors. The affairs of the Association shall be governed by a Board of Directors with powers and duties as provided in the Bylaws and this Declaration.

5.2 Automatic Membership. Each Owner is automatically a member of the Association. The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of the ownership. However, termination of ownership does not discharge an Owner from obligations incurred prior to termination.

5.3 Voting Rights.

(a) Allocation of Voting Rights. Each Lot is allocated one (1) vote in the affairs of the Association and for the purposes of this Declaration and the Bylaws.

(b) Multiple Ownerships; Ownership by Association. If an Owner owns more than one (1) Lot, the Person has one (1) vote for each Lot owned. The Board of Directors is entitled to vote on behalf of any Lot that is owned by the Association. However, the Board of Directors is not entitled to vote in any election or removal of a Director under Section 4.4 or 4.5 of the Bylaws.

(c) Exercise of Voting Rights and Method of Voting. The exercise of Voting Rights and the method of voting are as specified in the Bylaws.

ARTICLE 6
ARCHITECTURAL AND LANDSCAPING
RESTRICTIONS AND COVENANTS

6.1 Number of Dwellings on Lots. Not more than one (1) Dwelling may be located on a Lot.

6.2 Dwelling Size; Garages.

(a) One-Story Dwelling. The ground floor area of the main level, exclusive of open porches and garages, may not be less than eighteen hundred (1800) square feet for a one-story Dwelling.

(b) Multi-Level Dwelling. The total living area of a multi-level Dwelling may not be less than two thousand (2000) square feet.

(c) Garages. All Dwellings must include a garage sufficient in size for not less than two (2) automobiles.

6.3 Exterior Building Materials and Finish.

(a) Construction. All Dwellings must be double-wall construction.

(b) Siding. Siding of Dwellings may not be plywood.

(c) Crawl Space Areas. Exposed crawl space areas on Dwellings must be sided to not less than eighteen (18) inches above grade.

(d) Roofing Materials. Roofing materials must be asphalt fiberglass roofing in a staggered shake shingle of high density, wood shake, wood shingle, wood fiber products or tile, unless the roofing material is approved by the ALRC or permitted under Architectural Standards and Guidelines.

(e) Compatibility of Exterior Trim and Improvements. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings must be designed, built and maintained to be compatible with the exterior of the Dwelling they adjoin.

(f) Additional Requirements.

(1) Exterior brick veneer shell must have a wrap around return of a minimum of twelve (12) inches on all adjacent corners.

(2) All deck support posts must be no less than five and one-half (5½) inches by five and one-half (5½) inches in size.

6.4 Landscaping. Any provisions governing landscaping must be prescribed in Architectural Standards and Guidelines with which all Owners must comply and with which all Lots must be in compliance.

6.5 Drainage. Water must be directed away from the structure and may not be allowed to pond on site. Water may flow from any uphill Lot to a downhill Lot provided there is no diversion or channeling that results in the water flow being increased or concentrated in one (1) area. The downhill property Owner is responsible for providing proper drainage for water flow that occurs in accordance with drainage patterns that existed prior to the Dwelling construction.

6.6 Fencing.

(a) As used in this section, fencing means any barrier or wall, including plantings.

(b) The type, nature, dimensions and location of fencing are governed by Architectural Standards and Guidelines.

6.7 Completion of Improvements. Requirements regarding completion of Improvements are governed by Architectural Standards and Guidelines.

6.8 Solar Access.

(a) Standards for solar access, as may be required by the City of Tualatin, are the responsibility of Owner. The ALRC may not assume responsibility nor may it, in its review, approval or disapproval of any plans and specifications under Article 8 below, make any recommendation or judgment as to compliance with any solar access requirements of the City of Tualatin or any other Legal Requirements.

(b) Pursuant to Section 8.3 below, the Association may adopt and enforce provisions regarding solar panels as provided under the Act.

6.9 Compliance with Legal Requirements. In addition to the requirements in this article and other provisions of this Declaration, all Improvements, including, without limitation, any maintenance and alterations, must comply with all other Legal Requirements.

6.10 Rules. Pursuant to Article 9 of the Bylaws, in addition to any architectural standards and guidelines, the Board of Directors may adopt such rules as the Board deems necessary to implement this article.

ARTICLE 7
RESTRICTIONS ON USE

7.1 Residential Purposes; Commercial Activities Prohibited.

(a) Lots may only be used for single-family residential purposes.

(b) Except as provided in Subsections (c) and (d) of this section, no trade, craft, business, profession, commercial or similar activities of any kind may be conducted in any Dwelling or in any other portion of a Lot without the approval of the Board of Directors in accordance with Subsection (e) of this subsection.

(c) This subsection may not be construed so as to prevent or prohibit an Owner or Occupant from:

(1) Maintaining a professional personal library.

(2) Keeping personal business or professional records or accounts.

(3) Handling personal business or professional communications.

(4) Conducting activities of an Owner relating to the sale of Owner's Lot or the rental or leasing of Owner's Lot permitted under Section 7.15 below.

(5) Occasionally conferring with business or professional associates, clients, or customers, in Owner's Dwelling.

(6) Subject to compliance with applicable local ordinances or regulations, using the Dwelling as a "Dwelling office" provided clients, customers and employees do not regularly visit the "Dwelling office."

(7) Teaching or tutoring of Individuals provided the activity complies with Paragraph (d)(2) and (3) of this this subsection.

(8) Conducting any activity specifically permitted under the Act.

(d) An Owner may submit a written request to the Board of Directors for approval to conduct commercial activities not otherwise permitted under this section. The Board, in its sole discretion, may permit an activity only if:

(1) Clients, customers, vendors and employees do not regularly visit the Planned Community.

(2) The type of activity will not unreasonably disturb other Owners or Occupants of Dwelling.

(3) The activity is not in violation of any Legal Requirements.

(e) In accordance with Article 9 of the Bylaws, the Board may adopt an application and approval procedure, restrictions or conditions in addition to those specified in Subsection (d) of this section and other rules necessary to implement this section.

7.2 Animals.

(a) Animal Definition. As used in this section “animal” means any nonhuman mammal, bird, reptile, amphibian or fish.

(b) Prohibited Animals. Except as provided in Subsection (c) and (d) of this section, no animals may be raised, bred or kept in a Dwelling or other part of a Lot.

(c) Permitted Animals. A reasonable number of household pets may be kept within a Lot without the prior approval of the Board of Directors provided they are not raised or bred for commercial purposes.

(d) Board Approval to Keep Other Animals. An Owner may apply to the Board of Directors for approval to keep animals other than those permitted under Subsection (c) of this section. The Board, in its sole discretion, may permit other animals to be kept in a Lot. When reviewing an application for approval, the Board may consider the number of animals, the animal’s size (by weight, height or other characteristic), breed or species or any other relevant criteria to minimize the possibility of violations of this section or other provisions of this Declaration or the Bylaws.

(e) Restrictions.

(1) No animal may be permitted to cause or create a nuisance or unreasonable disturbance or noise.

(2) All dogs must be carried or under the control of an Individual by leash, electronic collar or other means of control while outside a Dwelling.

(3) Aggressive behavior of an animal or any inconvenience, damage or unpleasantness caused by animals is the responsibility of the respective animal owner. The owner of the animal is responsible for the removal of all solid waste of the animals.

(f) Rules. Pursuant to Article 9 of the Bylaws, the Board of Directors may adopt rules to implement this section. The rules may, without limitation:

(1) Define the term “household pet” specified in Subsection (c) of this section. The definition may denote an animal by size (by weight, height or other characteristic), breed or species or any other relevant criteria to minimize the possibility of violations of this section or other provisions of this Declaration or the Bylaws.

(2) Prescribe a maximum number of household pets considered reasonable under Subsection (c) of this section.

(g) Compliance with Laws and Local Ordinances and Regulations. In addition to the restrictions under this section and any rules adopted by the Board under Subsection (f) of this section, the keeping of dogs, cats and other animals within the Planned Community is subject to all applicable Legal Requirements, including, without limitation, registration and inoculation requirements.

(h) Indemnification. An Owner who keeps, maintains or otherwise permits an animal upon any portion of the Planned Community is deemed to agree to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character resulting from keeping, maintaining or otherwise permitting the animal within the Planned Community.

(i) Additional Remedy. In addition to any action that may be taken under this Declaration, the Bylaws or law, after notice and an opportunity for a hearing, the Board of Directors may require the removal of any animal that the Board, in the exercise of reasonable discretion, finds is unreasonably disturbing Occupants in violation of this section. The Board may exercise this authority for specific animals even though other animals are permitted to remain.

7.3 Vehicles and Parking.

(a) Definitions. As used in this section:

(1) “Derelict Passenger Vehicle” means a Passenger Vehicle that is in a significant state of disrepair (as reasonably determined by the Board of Directors), under repair, inoperable, with an expired license plate or without a license plate.

(2) “Light Truck” means a truck that is three-quarters of a ton (1500 pounds) or less in weight.

(3) “Passenger Vehicle” means an automobile, minivan, sports utility vehicle, light truck, golf cart, motor scooter or motorcycle.

(4) “Vehicle” means any Passenger Vehicle, camper truck, motor Dwelling, recreational vehicle, boat or other watercraft, trailer, moving van and other similar vehicles and equipment.

(b) General Parking Restrictions on Lots and Common Property. Except as permitted in this section, no Vehicle may be parked or stored on any part of a Lot or Common Property, including any private street, or any public street without the written consent of the Board of Directors, unless authorized by rules adopted by the Board under Subsection (g) of this section.

(c) Passenger Vehicles. Passenger Vehicles may be parked:

(1) In a garage or driveway of a Lot except a Passenger Vehicle may not be parked in any part of a sidewalk area.

(2) Curbside in a public street for a period not to exceed seventy-two (72) consecutive hours.

(d) Loading and Unloading. Motor Dwellings, recreational vehicles, boats, trailers, moving vans and other Vehicles may be parked in a driveway of a Lot or in a street for the purpose of loading and unloading for no longer than forty-eight (48) hours or other period specified in rules adopted by the Board under Subsection (g) of this Section.

(e) Vehicles in Disrepair on any Single-Family Lot or Common Property. An Owner may not permit any Derelict Passenger Vehicle be abandoned or to be abandoned or to remain parked upon any part of the Planned Community for a period in excess of forty-eight (48) hours or other period specified in rules adopted by the Board under Subsection (g) of this Section, unless the Derelict Passenger Vehicle is within a garage on a Lot.

(f) Electric Vehicle Charging Stations. Pursuant to with ORS 94.762, an Owner of a Lot may install and use an electric vehicle charging station within a garage. Installation and use of electric vehicle charging stations are subject to rules adopted by the Association.

(g) Rules. Pursuant to Section 7.17 below, the Board may adopt rules necessary to implement Subsection (f) of this section and any other subsection of this section. The rules may:

(1) Prescribe enforcement procedures and remedies. The rules may include the right to tow Vehicles or equipment parked or stored in violation of this section and to charge the towing and any storage costs to the Owner as a Personal Assessment under Article 11 below.

(2) Prescribe the form and content of a request to park a Passenger Vehicle or other vehicle or equipment under Subsection (b) of this section.

7.4 Signs.

(a) Signs on Lots. Subject to Section 7.5 below, except as permitted by rules adopted by the Board of Directors, no billboard, advertisement, poster or sign of any kind may be posted or displayed in or upon a Lot without the prior approval of the ALRC except the following:

(1) Property Identification. One (1) sign that identifies the address of the Lot and, if applicable, one property identification sign recommended by first responders and emergency service providers subject to any rules adopted by the Board.

(2) Security System Signs. One (1) security system sign not exceeding one (1) square foot in area.

(3) Real Estate “For Sale” or “For Rent” Signs. One (1) standard size professional real estate “For Sale” or “For Rent” sign.

(4) Temporary Signs During Construction. Temporary signs during any construction on a Lot.

(5) “No Soliciting” Signs. One (1) “No Soliciting” sign of typical size for residential use.

(b) Signs on Common Property. Nothing in this section precludes the Board of Directors from installing signs on Common Property relating to the Planned Community, including, without limitation, stop signs and informational and directional signs.

7.5 Political Signs.

(a) Definition of Political Sign. “Political Sign” means a sign that carries a message intended to influence the outcome of an election, including without limitation, supporting or opposing the election of a candidate, the recall of a public official or the passage of a ballot issue.

(b) Display of Political Signs. Subject to Subsection (c) of this section, an Owner or Occupant may display a political sign on Owner’s Lot before any primary, general election or special election.

(c) Rules. In accordance with Article 9 of the Bylaws, subject to any Legal Requirements, the Board of Directors may adopt reasonable rules that specify:

(1) The number of political signs.

(2) The maximum size, the placement and manner of display of a political sign.

(3) The number of days before the day of an election and after the day of election that a political sign may be displayed.

7.6 Clothes Lines and Clothing and Materials.

(a) No clothes lines, clothes racks or other apparatus on which clothes, rugs or similar items are exposed for the purpose of drying or airing may be located on the Properties except within a Dwelling or in an area of the back yard of a Lot. However, to minimize visibility from another Lot, a clothes lines, clothes rack or other apparatus may not exceed six (6) feet in height.

(b) No rugs, towels, rags, laundry, wearing apparel or other clothing or materials may be allowed to hang from windows or on the exterior of a Dwelling located on a Lot or other structure located in the Planned Community.

7.7 Antennas and Service Facilities on Lots. Unless permitted by regulations issued by the Federal Communications Commission ("FCC") or other applicable governmental authority, exterior antennas, satellite receiver and transmission dishes may not be placed on any Lot except in accordance with rules adopted by the Board of Directors under Section 7.8 below or the approval Architectural and Landscaping Review Committee.

7.8 Exterior Lighting and Noise Making Devices. No exterior light or noise making device may be placed on a Lot without the prior approval of the ALRC.

7.9 Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding may be erected, placed or used on a Lot.

7.10 Yard Areas. No items of any kind may be stored in front yard areas or other areas of Lots so as to be visible from another Lot or Common Property. In order to preserve the attractive appearance of the Planned Community, the Board of Directors, pursuant to rules adopted under Section 8.17 below, may regulate the nature of items which may be placed in front yard areas and others areas of Lots so as to be visible from another Lot or other part of the Planned Community/public view.

7.11 Rubbish and Trash.

(a) No part of the Planned Community may be used or maintained as a dumping ground for yard cutting or debris, rubbish, trash, garbage, or any other waste.

(b) No yard cuttings or other yard debris, garbage, trash or other waste may be kept or maintained on any part of the Planned Community except in sanitary trash receptacles, recycling containers, compost bins or in designated locations.

(c) Garbage, trash, cuttings and refuse receptacles must be kept in a clean and sanitary condition. The receptacles on a Lot must be in an area that is screened or otherwise not visible from any other part of the Planned Community, except for a reasonable period before and after the time of pick-up by the sanitation or disposal company. The screening is subject to Article 9 below.

(d) The outdoor burning of trash, including within an incinerator or other equipment is prohibited.

7.12 Increase in Insurance Cost. An Owner may not permit anything to be done or kept within Owner's Lot or any part of the Planned Community that will result in an increase in the cost of

insurance to the Association or to other Owners or result in the cancellation of insurance on any Lot or any part of the Common Property.

7.13 Offensive Conditions and Activities; Nuisances.

(a) No noxious, offensive or unsightly conditions, conduct or activities may be permitted on any Lot or other portion of the Planned Community. Unsightly conditions include, without limitation, the placement or storage of boxes, trunks, furniture, appliances or car parts in any part of a Lot.

(b) Nothing may be done in or placed upon any Lot that unreasonably interferes with or jeopardizes the enjoyment of other Lots or the Common Property or that is a source of annoyance or is or may become nuisance to Occupants.

(c) Occupants shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not unreasonably disturb other Occupants.

(d) Occupants may not exhibit offensive behavior that threatens or unreasonably interferes with or jeopardizes the peaceful enjoyment by other Occupants of his or her Lot or of the Common Property.

(e) Pursuant to Article 9 of the Bylaws, the Board may adopt rules necessary to implement this section. The rules may specify the activities or conduct that constitutes noxious or offensive conduct or activities and additional conditions that constitute unsightly conditions under Subsection (a) of this section.

7.14 Unlawful Activities. No unlawful use may be made of the Planned Community or any part thereof and all Legal Requirements, including, without limitation, zoning ordinances and regulations of all governmental bodies having jurisdiction, must be observed.

7.15 Renting and Leasing.

(a) Definitions. As used in this section, unless the context clearly requires otherwise, the following terms, whether or not capitalized, have the following meanings:

(1) “Rental Agreement” has the meaning given that term in ORS 90.100.

(2) “Tenant” has the meaning given that term in ORS 90.100.

(b) Restrictions. Owners and Lots are subject to the following restrictions:

(1) An Owner may not rent or lease less than the entire Dwelling.

(2) An Owner may not rent or lease a Dwelling for transient or hotel purposes.

(3) Except when a lender is in possession of a Lot following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, a Lot may not be rented or leased for a period of less than thirty (30) consecutive days.

(c) Rental and Lease Agreement Requirements. A Rental Agreement between an Owner and a Tenant that is subject to the Residential Landlord and Tenant Act (ORS Chapter 90) entered into on and after the date of recording of this Declaration in the Records of Washington County, Oregon must be in writing and provide that:

(1) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws and any amendments thereto, and all Rules and Regulations.

(2) The Tenant must comply with all applicable requirements of the documents specified in Paragraph (1) of this subsection.

(3) Failure by a Tenant to comply with the terms of the documents specified in Paragraph (1) of this subsection constitutes a default under the Rental Agreement and the Association has the remedies specified in Subsection (e) of this section, including, without limitation, the right of the Association to require the Owner, subject to any requirements of ORS Chapter 90, to terminate the Rental Agreement, to terminate the tenancy, and to evict the Tenant.

(d) Copies of Documents Required to Be Provided Tenants. The Owner shall provide the Tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all Rules and Regulations then in effect and shall take a receipt for delivery of the documents. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the Tenant with a copy of the amendment, revision, change, or supplement within twenty (20) days of adoption by the Association or the Board of Directors.

(e) Information and Documents Required to Be Furnished Association.

(1) Within seven (7) business days of the commencement of the rental or lease period, the Owner shall provide the Association the name and contact information of the Tenants, a copy of the receipt specified in Subsection (c) of this section and, if requested, a copy of the Rental Agreement.

(2) If the Owner fails to provide the receipt, the Association shall provide the documents to the Tenant and take a receipt for the documents. The Association shall assess the Owner a reasonable charge for the cost incurred in providing the documents as provided in Subsection (e) of this section.

(f) Remedies.

(1) If the Board of Directors determines that a Tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or Rules and Regulations, after the Owner of the rented or leased Dwelling is given notice and an opportunity for a hearing, the Directors may require an Owner, subject to any requirements of ORS Chapter 90, to terminate a Rental Agreement, terminate the tenancy and evict the Tenant.

(2) Fines, charges, and expenses incurred in enforcing this Declaration, the Bylaws and Rules and Regulations with respect to the Tenant, and for any costs incurred by the Association in connection with any action under Paragraph (1) of this subsection, including reasonable attorney fees, are Assessments against the Owner and Lot that may be collected and foreclosed by the Association as provided under Article 11 below and ORS 94.709.

(g) ORS Chapter 90 Not Applicable. Nothing in this section or any other provision of this Declaration or the Bylaws may be construed to impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

7.16 Rules. In addition to other provisions of this Article providing for the adoption of rules, pursuant to Article 9 of the Bylaws, the Board may adopt rules necessary to implement this article.

7.17 Restrictions Imposed by Other Documents. In addition to the provisions of this Declaration, the Bylaws, Articles of Incorporation and the Act as provided in this Declaration, the Planned Community is subject to:

- (a) Conditions, restrictions and easements shown on Plats.
- (b) Any other documents recorded in the Records of Washington County, Oregon.

ARTICLE 8

ARCHITECTURAL AND LANDSCAPING REVIEW

8.1 Application for Architectural and Landscaping Review. Subject to Section 8.15 below:

(a) Until an application has been submitted to and approved in writing by the Architectural and Landscaping Review Committee (“ALRC”) as provided in this article:

(1) No Dwelling or other structural Improvement may be commenced, erected, placed, maintained, altered or removed (if the maintenance, alteration or removal would materially change the exterior appearance of any Improvement) on a Lot.

(2) No landscaping may be installed on any Lot or altered or removed if the alteration or removal would materially change the appearance of the Lot.

(b) The application required under Subsection (a) of this section must be on a form prescribed by rules adopted by the Board of Directors under Section 8.3 below and include:

(1) Plans and specifications showing the nature, kind, shapes, heights, materials, exterior colors and proposed location of Improvements or changes on the Lot.

(2) Sufficient detail to enable the ALRC to determine whether the proposed Improvement is in conformance with the applicable requirements of Article 6 above and any Architectural Standards and Guidelines.

(3) Any other information required by Architectural Standards and Guidelines.

(c) In all cases in which approval of the ALRC is required by this Declaration or the Bylaws, the provisions of this article apply.

8.2 Architectural and Landscaping Review Committee.

(a) Membership; Appointment.

(1) The Architectural and Landscaping Review Committee shall consist of three (3) to five (5) members appointed by the Board of Directors. Unless lengthened or shortened by the Board at the time of appointment, the terms of office of each member of the ALRC is one (1) year.

(2) The Board may appoint one (1) Director to serve as a member of the ALRC.

(b) Appointment of Chair. The Board of Directors shall appoint the chair of the ALRC.

(c) Vacancies. If any position on the ALRC becomes vacant, at any meeting of the Board of Directors, the Board shall appoint a successor to fill the position.

(d) Removal of Members. Members of the committees serve at the pleasure of the Board of Directors. Except when the Board is performing the duties of the ALRC under Subsection (e) of this section, when in the judgment of the Board of Directors the best interest of the Association will be served, by an affirmative vote of a majority of the members of the Board:

(1) Any member of a committee may be removed, with or without cause.

(2) Without removing the Individual serving as chair from the committee, the Individual serving as chair may be removed as chair, with or without cause.

(e) Board Serving as the ALRC.

(1) Subject to Paragraph (2) of this subsection, in the discretion of the Board of Directors, the Board may perform the duties of the ALRC under this article without the establishment of an ALRC. If the Board fails to appoint an ALRC or to appoint at least three (3) Individuals to serve as members of the ALRC, the duties of the ALRC shall be performed by the Board. When the Board functions as the ALRC under this article:

(A) The Board of Directors has all the rights and duties of the ALRC under this article, including as provided under Section 8.13 below.

(B) The requirements for meetings of the Board of Directors under Article 5 of the Bylaws apply.

(2) If an application submitted to the ALRC under Section 8.1 above involves a Lot owned by a member of the ALRC or by an entity in which the ALRC member is a member or has an interest described under Section 4.2(a)(2) of the Bylaws, the chair of the committee shall forward the application to the Board of Directors who shall function as the ALRC as provided under Paragraph (1) of this subsection.

(f) Compensation. No member of the ALRC may receive any compensation from the Association or make any charge for his or her services as a member of the committee. However, a committee member may be reimbursed for out-of-pocket expenses.

8.3 Rules; Architectural Standards and Guidelines.

(a) Adoption. The procedure and specific requirements for review and approval of an application required under Section 8.1 above, including fees charged under Section 8.14 below, must be set forth in rules adopted from time to time by Resolution of the Board of Directors. Rules adopted by the Board may, at the Board's sole discretion:

(1) Prescribe design guidelines and standards described under Subsection (b) of this section.

(2) Specify requirements regarding commencement and completion of work to be performed on Improvements for which approval by the ALRC is required.

(3) Require that any construction or other work on a Lot subject to this article must be performed by Individuals licensed and bonded to the extent required by a Legal Requirement.

(b) Architectural Standards and Guidelines. The Architectural Standards and Guidelines may interpret and implement the provisions of this Declaration for architectural review and prescribe standards and guidelines for architectural design of Dwellings on Lots and other Improvements on Lots, exterior color schemes, exterior finishes and materials and similar features that may be used in the Planned Community for which approval by the ALRC is required. Architectural Standards and Guidelines may not be in derogation of the minimum standards established by Article 6 and other provisions of this Declaration and the Bylaws.

8.4 Committee Procedure and Actions.

(a) Majority Action. At all meetings of the ALRC, a majority of the members of the ALRC have the power to act on behalf of the ALRC.

(b) Committee Procedure. Committee procedure shall be as prescribed by rules adopted by the Board.

8.5 ALRC Duties. The ALRC shall consider and act upon applications submitted under Section 8.1 above and take other actions in accordance with this article.

8.6 ALRC Decision.

(a) Subject to Subsection (b) of this section, all decisions of the ALRC must be memorialized in writing.

(b) Within thirty (30) days after the ALRC has received all material required by it with respect to an application, the ALRC shall give the Owner, in accordance with Section 13.1 of the Bylaws, its written approval or denial decision with respect to the application. If the ALRC fails to render its decision of approval or denial in writing within the thirty-day period, the application is deemed approved.

8.7 ALRC Denial of Application; Conditions.

(a) Denial of Application. The ALRC may, in its sole discretion, deny any application submitted under Section 8.1 above for any of the following reasons:

(1) Failure of the application to comply with any of the covenants, conditions or restrictions contained in this Declaration, including, without limitation, Article 6 above.

(2) Failure by the applicant to include in the application such information as reasonably requested by the ALRC.

(3) Reasonable objections by the ALRC to the exterior design, appearance or materials of any proposed modification or alteration, including, without limitation, colors or color scheme, finish, height, shape, location, proportion and style of architecture.

(4) Incompatibility of the proposed Improvement (or modification of or alteration to an existing Improvement) or the use of the proposed Improvement (or modification or alteration to an existing Improvement) with other existing Improvements, other uses within the Property or the enjoyment of other Owners.

(5) Failure of the proposed modification, alteration or Dwelling or other Improvement on the Lot to comply with any Architectural Standards and Guidelines.

(6) Failure of the proposed modification, alteration or Improvement to comply with any Legal Requirements, including, without limitation, applicable zoning ordinances, building codes, solar ordinances, health laws or other governmental codes, ordinances, rules or regulations.

(7) Any other matter that, in the reasonable judgment of the ALRC, would render the proposed modification, alteration or removal or Improvement, or the uses intended, inharmonious or incompatible with the general plan or design of the Planned Community, including any possible adverse impact on the use and enjoyment of the Property by any other Owner.

(b) Conditions. Subject to any rules adopted under Section 8.3 above, an approval of the ALRC may be subject to specific conditions, including, without limitation, requirements regarding commencement and completion of work to be performed.

8.8 Nonwaiver, Precedent and Estoppel. Approval or disapproval by the ALRC of any matter proposed to it or within its jurisdiction may not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

8.9 Appeal of ALRC Decision to Board of Directors.

(a) Unless the Board of Directors is serving as the ALRC under Section 8.2(e) above, the Owner who submitted the application under Section 8.1 above may appeal the action of the ALRC to the Board of Directors.

(b) Appeals must be made in writing within ten (10) days of the ALRC's action and must contain specific objections or mitigating circumstances justifying the appeal. The Board of Directors shall make a final, conclusive decision in writing not later than thirty (30) days after receipt of the appeal. The determination of the Board is final.

8.10 Effective Period of Approval. Unless otherwise provided in the ALRC's approval of any application or a decision of the Board of Directors under Section 8.9 above, the ALRC's approval or Board's decision is automatically revoked one hundred eighty (180) days after issuance unless installation, construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ALRC.

8.11 Notice of Completion of Work; Determination and Notice of Noncompliance.

(a) Notice of Completion of Work. If required by the decision of the ALRC under section 8.6 above, promptly after completion of any Improvement pursuant to an application approved under this article, the Owner shall give written notice of completion to the ALRC in accordance with any rules adopted under Section 8.3 above. Within thirty (30) days after the receipt of the notice, the ALRC shall inspect the completed Improvement and give the Owner notice of any noncompliance as provided under Subsection (b) and (c) of this section.

(b) Inspection. From time to time, after reasonable notice to the Owner and determination of a time mutually convenient to the Owner and the ALRC, the ALRC or any Person authorized by the ALRC may enter the Lot and inspect all work performed to determine whether the work is in substantial compliance with the approval granted under Section 8.6 above and to determine that the condition of the work site complies with any requirements under this Declaration or any Architectural Standards and Guidelines.

(c) Notice of Noncompliance. If the ALRC finds that the work was not performed in substantial conformance with the approval granted under Section 8.6 above, or if the ALRC finds that the approval required was not obtained, the ALRC shall notify the Owner in writing of the noncompliance. The notice of noncompliance must specify the particulars of noncompliance and require the Owner to remedy the noncompliance by a specific date.

8.12 Notice to Board of Noncompliance; Enforcement.

(a) Notice of Hearing. Unless otherwise provided by Resolution adopted by the Board of Directors:

(1) If after receipt of a notice of noncompliance given under Section 8.11 above, the Owner fails to diligently commence to remedy the noncompliance in accordance with the provisions of the notice of noncompliance, at the expiration of a period of fifteen (15) days from the date of the receipt of notice of noncompliance, the ALRC shall notify the Board of Directors in writing of the noncompliance.

(2) As soon as practicable after receiving the notification required under Paragraph (1) of this subsection, the Board shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing must be set not less than seven (7) or more than thirty (30) days from receipt by the Board of required notification.

(b) Hearing. At the hearing, if the Board of Directors finds that there is no valid reason for the continuing noncompliance, the Board shall determine the estimated costs of correcting the noncompliance and:

(1) Shall require the Owner to remedy or remove the noncompliance within a period the Board determines reasonable.

(2) May fine the Owner for the noncompliance pursuant to a schedule of fines adopted in accordance with the Act.

(3) May take any other action permitted or provided for under this Declaration.

(c) Continued Noncompliance. If the Owner fails to comply with action taken by the Board under Subsection (b) of this section, the Board may proceed with any available legal remedy. The cost of any action shall be assessed against the Owner either before or after any remedied action as provided in Article 11 below.

8.13 Liability.

(a) Neither the ALRC nor any member of the ALRC is liable to any Owner, builder or other Person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ALRC or a member of the ALRC, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

(b) Notwithstanding Section 8.7(a)(6) above, the ALRC is not responsible for determining compliance with Legal Requirements, including, without limitation, applicable zoning ordinances, building codes, solar ordinances, health laws or other governmental codes, ordinances, rules or regulations. The Owner is responsible for determining compliance with all Legal Requirements.

8.14 Fees; Plans.

(a) Fees.

(1) Pursuant to rules adopted by the Board of Directors under Section 8.3 above:

(A) A reasonable deposit fee (“Compliance Deposit”) shall be charged with the application submitted under this article. The deposit shall be in the form prescribed by the rule and in an amount that is sufficient to cover any damage or destruction to Common Property or if applicable, any other Lot (including any personal property located on Common Property or a Lot) that may occur from the performance of the proposed work.

(B) Costs incurred or expected to be incurred by the ALRC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ALRC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards may be charged.

(2) Rules adopted under this subsection must prescribe a procedure for the determination, deposit in an Association account in accordance with Section 10.3 of the Bylaws and the return of unused deposited funds.

(3) Fees and costs incurred under this subsection constitute Assessments against the Owner and Lot as provided under Article 10 below.

(4) All income from fees imposed under this article and all expenses associated with review under this article are income and expenses of the Association.

(b) Plans. A copy of the plans as finally approved must be retained as a permanent record of the Association.

8.15 Application of Article 8.

(a) The requirements of Section 8.1 above apply to a Dwelling or other Improvement commenced, erected, placed, maintained, altered or removed (if the maintenance, alteration or removal would materially change the exterior appearance of any Improvement) on a Lot on or after the date of recording of this Declaration in the Records of Washington County, Oregon.

(b) The provisions of the Initial Declaration apply to Improvements commenced, erected, placed, maintained or altered on any Lot before the date of recording of this Declaration in the Records of Washington County, Oregon.

ARTICLE 9
MAINTENANCE, REPAIR AND REPLACEMENT
OF PROPERTY; CONDEMNATION

9.1 Responsibility of Association.

(a) The Association is responsible for maintenance, repair and replacement of Common Property and the Improvements located thereon and any other property for which the Association has maintenance, repair or replacement responsibility under this Declaration or the Bylaws, including, without limitation, the masonry wall and landscaping and other Improvements located on the easement described under Section 3.5 above.

(b) The maintenance, repair and replacement under this section must be in accordance with a maintenance plan prepared and updated in accordance with ORS 94.595.

9.2 Responsibility of Owners.

(a) Maintenance, Repair and Replacement of Exterior of Dwellings and Other Improvements on Lots. Each Owner shall maintain Owner's Lot (including the Dwelling and all other Improvements located on the Lot) in a clean and attractive condition and provide for all maintenance, repair and replacements to the Lot in accordance with applicable Legal Requirements and any rules adopted by the Board of Directors. The responsibility of an Owner for maintenance, repair and replacement, includes, without limitation, maintaining:

(1) Landscaping neat and tidy, and free of debris, litter, brush, weeds, pests, and diseases. Lawns must be cut sufficiently and maintained year-round so that they do not become eyesores and detrimental to the values of other properties.

(2) Trees and shrubs trimmed and pruned and, in a condition, that they do not encroach on any other Lot, sidewalk or street.

(b) Curbs and Sidewalks. An Owner is responsible for:

(1) Maintenance and repair of curbs and sidewalks adjacent to Owner's Lot.

(2) Snow removal from sidewalk adjacent to Owner's Lot.

(3) Removal of weeds from curbs and sidewalks and trimming of shrubs and trees adjacent to sidewalks to allow safe passage by pedestrians.

9.3 Failure of Owner to Maintain Lot. If an Owner fails to maintain Owner's Lot including the Dwelling and other Improvements on Owner's Lot in accordance with Section 9.2 above, the Board of Directors may cause the maintenance to be performed pursuant to rules adopted by Resolution under Article 8 of the Bylaws. The Resolution must comply with Section 11.2 below and provide that the maintenance must be performed at a time reasonably convenient to the Owner or Occupant. Any cost incurred by the Association is collectable as a Personal Assessment pursuant to Article 10 below.

9.4 Damage or Destruction Affecting Dwellings; Duty to Repair or Reconstruct.

(a) Unless the ALRC approves otherwise:

(1) If all or any portion of a Dwelling is damaged or destroyed, the Owner shall repair or reconstruct the Dwelling in a manner that restores the Dwelling to the condition and appearance as the Dwelling existed immediately before the damage or destruction.

(2) Unless prevented by causes beyond the Owner's reasonable control, the Owner shall commence repair or reconstruction within six (6) months after the damage or destruction occurs and complete the repair or reconstruction within twelve (12) months after the damage or destruction.

(b) Article 8 above applies to the repair and reconstruction of a Dwelling under Subsection (a) of this section.

9.5 Damage to or Destruction of Common Property. If all or any portion of the Common Property or the improvements thereon is damaged or destroyed:

(a) The Association shall use the insurance proceeds payable to the Association on account of the destruction or damage to rebuild or otherwise repair and replace the Common Area or improvements that have been destroyed or damaged.

(b) If the insurance proceeds are not sufficient to repair or replace the destroyed or damaged property, the Association may, to the extent available or appropriate, use funds from the accounts described under Section 9.3(c) of the Bylaws or assess the Owners in accordance with Article 10 below.

9.6 Condemnation of Common Property. If any portion of the Common Property is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority:

(a) Notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each mortgagee.

(b) The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the Common Property and each Owner hereby appoints the Association to act as the Owner's attorney-in-fact for such purposes.

(c) All compensation, damages or other proceeds of the taking of the Common Property shall be payable to the Association. Proceeds shall first be applied to restore or repair any remaining Common Property, including a structure on Common Property, which may be required to permit the continued enjoyment of the Common Property. Thereafter, the Association shall deposit the sums in the general operating fund or apply the sums as otherwise determined by the Board to be in the best interests of the Owner and the Association.

ARTICLE 10 **BUDGETS AND ASSESSMENTS**

10.1 Types and Purpose of Assessments.

(a) Types of Assessments. All Owners are obligated to pay the following types of Assessments imposed by the Board of Directors on behalf of the Association pursuant to this Declaration and the Bylaws:

(1) Annual Assessments described in Section 10.8(a) below.

Expenditures. (2) Special Assessments described in Section 10.8(b) below for Emergency

(3) Personal Assessments described in Section 10.9 below.

(b) Purpose of Assessments. The Assessments levied by the Association must be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants of Dwellings, for the administration, management and operation of the Association and the Planned Community and for any other purposes required or permitted under this Declaration, the Bylaws or the Act.

(c) Assessments Property of Association. All sums received on account of Assessments belong to and are the property of the Association for the purposes designated under this Declaration and the Bylaws. The sums are not refundable to Owners.

10.2 Obligation of Owners for Assessments.

(a) Personal Obligation. An Owner is personally liable for all Assessments, together with interest, late payment charges and collection costs as provided in Section 11.5 below, imposed on the Owner or assessed against the Lot as provided under ORS 94.712.

(b) Joint and Several Obligation. In addition to constituting a lien on the Lot as provided under Section 11.3 below and the Act, each Assessment is the joint and several obligation of the Owner or Owners of the Lot against which the Assessment is levied.

(c) Offsets and Waivers Prohibited.

(1) As provided under ORS 94.704:

(A) An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations. An Owner may not offset amounts owing or claimed to be owed by the Association to the Owner.

(B) An Owner by the Owner's action may not claim exemption from liability for contribution towards Common Expenses by waiver of Owner's use or enjoyment of any Common Property or by abandonment by the Owner of the Owner's Lot.

(2) The Board of Directors may not grant a waiver or otherwise exempt an Owner from the obligation to pay Assessments. Nothing in this section prohibits the Board from making compromises on overdue Assessments if the compromise benefits the Association.

(d) Voluntary Conveyances. In accordance with ORS 94.712, except as may be limited by a Statement for Prospective Purchasers described under Section 10.10 below, in a voluntary conveyance of a Lot, the grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee.

(e) Liability When Lot Foreclosed; Deeds in Lieu of Foreclosure. The liability for Assessments when a purchaser obtains title to a Lot as a result of foreclosure of first Mortgage or when a deed in lieu of foreclosure is accepted by the holder of a first Mortgage is governed by the Act.

10.3 Budgets.

(a) Adoption of Annual Budget. In accordance with ORS 94.645 and the Bylaws, at least annually, the Board of Directors shall prepare and adopt a budget ("Annual Budget"). The Annual

Budget shall be based on an estimate of the Common Expenses, determined under Section 10.6 below, expected to be incurred, any expected revenue and any surplus available from the prior year's budget.

(b) Continuation of Prior Adopted Budget. If the Board of Directors fails to adopt an Annual Budget, a budget identical in funding amounts to the last adopted Annual Budget continues in effect.

10.4 Emergency Expenditures.

(a) In addition to the budget described in Section 10.3(a) above, the Board of Directors, without any action by Owners, may by Resolution adopt an Emergency Expenditure to fund the following Common Expenses:

(1) The cost of maintenance, repair or replacement of any Improvements in or to Common Property not included in the Annual Budget or in excess of funds identified in the Reserve Study for that purpose or in excess of any proceeds available from insurance policies that results from unanticipated events, including, without limitation, storms, earthquakes, accidents, warfare or hostile actions of any kind.

(2) Costs the Board determines are necessary to protect the health, safety and welfare of the Owners and Occupants of Lots and for the continued operation of the Association and the Planned Community.

(3) Costs necessary to comply with any Legal Requirements.

(4) When foreclosing an Association lien under Section 11.4 below, the amount of the bid and any associated costs incurred at the foreclosure sale.

(b) The Board of Directors shall impose the amount of the Emergency Expenditure adopted by the Board under this section as a Special Assessment under Section 10.8 below.

10.5 Method of Allocation of Common Expenses and Profits.

(a) Association Common Expenses. Association Common Expenses specified in Section 10.6 below shall be allocated equally among all Lots, except:

(1) Pursuant to ORS 94.704, any Common Expense or any part of a Common Expense benefitting fewer than all the Lots may be assessed exclusively against the Lots benefitted as a Personal Assessment.

(2) After notice and an opportunity for a hearing in accordance with Section 11.2 below, if the Board of Directors determines that any Common Expense is the fault of any Owner or Owners as provided under this Declaration or the Bylaws, the Association may assess the expense exclusively against the Owners and Lots of the Owners as a Personal Assessment.

(b) Allocation of Profits. Any common profits not governed under Section 10.7(d) below, shall be allocated equally among all Lots.

10.6 Determination of Common Expenses. Common Expenses include, without limitation:

(a) Expenses of administration and operation of the Association and Planned Community.

(b) Expenses of maintenance, repair, or replacement of Common Property and any other portions of the Planned Community required to be maintained, **repaired or replaced** by the Association pursuant to this Declaration or the Bylaws, including, without limitation, **the items for which the Association is responsible under Section 9.1 above.**

(c) Cost of insurance or bonds obtained in accordance with the Bylaws.

(d) Funding of the Reserve Account in accordance with Section 10.5 of the Bylaws.

(e) One or more contingency accounts if established under Section 10.4 of the Bylaws.

(f) Any deficit in Common Expenses for any prior period.

(g) Any other items properly chargeable as an expense of the Association under this Declaration, the Bylaws, the Act or other applicable Legal Requirements.

10.7 Assessments for Common Expenses.

(a) Annual Assessment for Common Expenses. At least annually, the Board of Directors shall levy against each Lot an Assessment based on the Annual Budget adopted under Section 10.3(a) above (“Annual Assessment”). The Annual Assessment must be allocated among the Lots in accordance with Section 10.5 above. The Board of Directors may levy the Annual Assessment for the total amount or may levy the Annual Assessment in several amounts over the year.

(b) Special Assessments. If the Board of Directors adopts an Emergency Expenditure under Section 10.4 above for which existing funds are wholly or partially inadequate, the Board shall by Resolution levy a Special Assessment (“Special Assessment”) in the amount of the Emergency Expenditure against each Lot according to the allocations specified in Section 10.5 above. Special Assessments are payable as provided under Section 10.8 below.

(c) Notice of Association Common Expense Assessments. The Board of Directors shall cause notice of Assessments levied under this section to be given at least thirty (30) days before the Assessments are payable under Section 10.8 below. The notice may accompany a copy of the budget or expenditure summary required under Section 10.10 below.

(d) Surplus Funds. If at any time the sums being collected or already collected are or will be more than sufficient, the Board of Directors may reduce the amount being assessed or apply excess funds against future Assessments for Common Expenses or deposit the funds in a contingency fund established and maintained under Section 10.4(d) of the Bylaws.

10.8 Payment of Assessments for Common Expenses.

(a) Annual Assessments. Subject to Subsection (c) of this section, Annual Assessments levied under Section 10.7(a) above are due in one (1) annual payment by the due date described under Section 11.3(a) below.

(b) Special Assessments. Special Assessments levied under Section 10.7(b) above for Common Expenses of an Emergency Expenditure are due and payable as prescribed in a Resolution adopted by the Board of Directors.

(c) Notice of Change in Payment Schedule. The Board may establish a different Assessment schedule for Assessments levied under Section 10.7 above. Owners must be given at least thirty (30) days written notice of any change.

10.9 Personal Assessments. The Board of Directors may levy Personal Assessments against one (1) or more Lots and Owners as provided in this section.

(a) Determination of Personal Assessments. Personal Assessments include:

(1) Any Common Expense that the Board of Directors determines is the fault of the Owner as provided under this Declaration or the Bylaws and not paid by Association insurance.

(2) Fines or other charges imposed pursuant to this Declaration, the Bylaws or the Act for violation of this Declaration, the Bylaws or Rules and Regulations.

(3) Amounts due to the Association from an Owner pursuant to other provisions of this Declaration or the Bylaws.

(b) Allocation and Payment. Unless otherwise provided in this Declaration or a Resolution adopted by the Board of Directors, Personal Assessments are:

(1) Allocated equally against the Owners subject to the Personal Assessment.

(2) Due thirty (30) days after the Board has given written notice of the Assessment to the Owners subject to the Personal Assessment.

(c) Distribution and Use of Personal Assessments. Unless otherwise provided by Resolution adopted by the Board of Directors, fines, late charges, interest and other fees collected shall be allocated to the Operating Account described under Section 10.3 of the Bylaws.

10.10 Budget Summary; Statement of Assessments.

(a) Budget Summary. Within thirty (30) days after adopting the Annual Budget or an Emergency Expenditure under Section 10.3 or 10.4 above, the Board of Directors shall provide a summary of the budget or expenditure on which Assessments are based to all Owners and, if requested in writing, to the Owner's Mortgagee. The summary may be provided with a notice given under Section 10.7(c) above.

(b) Statement of Assessment Account.

(1) Subject to Paragraph (2) of this subsection, in accordance with ORS 94.670, within ten (10) business days of receipt of a written request by an Owner, the Board of Directors shall provide a Statement of Assessment Account that contains the information specified in ORS 94.670.

(2) The Association is not required to comply with Paragraph (1) of this subsection if the Association has commenced litigation.

(c) Statement for Prospective Purchasers. In accordance with ORS 94.712, upon request of an Owner or Owner's agent, for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid Assessments against the prospective grantor or the Lot, effective through a date specified in the statement, and the grantee in that case is not liable for any unpaid Assessments against the grantor not included in the written statement.

(d) Fee for Providing Information. Pursuant to rules adopted under Section 10.12 of the Bylaws, the Association may charge a fee for providing the information required under subsections (b) and (c) of this section.

ARTICLE 11
COMPLIANCE AND ENFORCEMENT

11.1 Compliance.

(a) Owners and Occupants. Each Owner and Occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant to the documents and the Act. The Owner is responsible for obtaining compliance by an Occupant of the Lot and is liable for any failure of compliance by the Person in the same manner and to the same extent were the noncompliance by the Owner.

(b) Guests and Other Invitees. Guests, family members, and other invitees, entering the Lot or other part of the Planned Community under rights derived from the Owner shall comply with all the provisions of this Declaration, the Bylaws and Rules and Regulations restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot or other part of the Planned Community. The Owner is responsible for obtaining compliance and is liable for any failure of compliance by the persons in the same manner and to the same extent were the noncompliance by the Owner.

(c) Joint Owners. When two (2) or more Persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of the Persons to comply with this Declaration and the Bylaws and any Rules and Regulations is a joint and several responsibility and the act or consent of any one (1) or more of the Persons constitutes the act or consent of the entire ownership interest. A disagreement among joint Owners as to the manner in which any vote or right of consent held by them is to be exercised with respect to a pending matter is governed by Section 3.10 of the Bylaws.

11.2 Violations of Declaration or Bylaws.

(a) Association Authority. The violation of any provision of this Declaration or of the Bylaws or Rule or Regulation gives the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights set forth in this Declaration, the Bylaws or the Act, to do any or all of the following after giving notice to the Owner and an opportunity to be heard in accordance with rules adopted under Subsection (b) of this section:

(1) To enter a Lot in which or as to which the violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of the documents stated in this section, and the Board of Directors may not thereby be deemed guilty of any manner of trespass.

(2) Subject to Section 11.6 below, to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

(3) To levy reasonable fines in accordance with the Act.

(4) In accordance with the Act, to terminate the right to receive any utility services paid as a Common Expense under Section 10.8 above or the right of access to and use of Common Facilities of the Planned Community until the correction of the violation that has occurred.

(5) Subject to Section 11.6 below, bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any Rules and Regulations.

(6) To do any of the action specified in this section in conjunction with each other.

(b) Rules Providing Due Process. In accordance with Article 9 of the Bylaws, for the benefit and protection of the Association and of the individual Owners, the Board of Directors shall adopt by Resolution rules that:

(1) Establish a procedure to ensure that Owners receive notice and an opportunity to be heard in cases involving alleged noncompliance by an Owner with the provisions of this Declaration, the Bylaws and Rules and Regulations.

(2) Adopt, in accordance with ORS 94.630(1)(n), a *Schedule of Fines* to be used by the Board when imposing sanctions for violations of this Declaration, the Bylaws and Rules and Regulations.

11.3 Default in Payment of Assessments; Enforcement of Lien.

(a) Due Date of Assessment. The Board of Directors shall establish the due date of Assessments.

(b) Delinquent Assessment. An Assessment is delinquent if not paid within thirty (30) days after the due date.

(c) Interest; Late Payment Charge. If any Assessment is delinquent:

(1) The Owner is obligated to pay interest from the due date of the Assessment, or such other date as may be specified by Resolution adopted by the Board of Directors. Interest accrues at the rate of ten percent (10%) per annum or at such other rate, not to exceed the maximum lawful rate, if any, as may be established by a Resolution adopted by the Board.

(2) A late charge of ten percent (10%) of the unpaid Assessment may be imposed for each delinquent Assessment. The charge may be increased by Resolution of the Board of Directors.

(d) Collection Costs. An Owner is obligated to pay all expenses incurred by the Association in collecting unpaid Assessments including without limitation:

(1) Attorney fees incurred by the Association (whether or not legal proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition for review).

(2) If notice of lien is recorded under Subsection (e)(3) of this section, the costs associated with the preparation and recording of the notice of lien and any release of lien.

(e) Association Lien.

(1) Automatic Lien. Whenever the Association levies any Assessment against a Lot, the Association automatically has a lien upon the Lot for any unpaid Assessments as provided under the Act. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. Recording of a claim of lien for Assessments or notice of a claim of lien is not required to perfect the Association's lien.

(2) Priority of Lien. The priority of the lien of the Association against a Lot for Assessments is governed by the Act.

(3) Notice of Lien. The Association, by and through the Board of Directors or any management agent, may record a notice of lien as provided under the Act. The notice of lien shall

be in the form and include the information specified in ORS 94.709. The Association must record a notice of lien before any suit to foreclose may proceed as provided in Section 11.4(b) below.

11.4 Additional Remedies. If an Assessment is not paid as provided in Article 10 above or this article, in addition to interest and late payment charges imposed under Section 11.3(c) above, the Association may exercise any or all of the following remedies:

(a) Acceleration of Assessment. If any Assessment or any portion of any Assessment is delinquent, the Board may, after written notice to the Owner as provided by Resolution adopted by the Board, declare all remaining periodic installments of any Annual Assessment or any other amounts owed by the Owner due immediately and interest thereafter accrues as provided under Section 11.3(c) above on the entire Assessment until paid.

(b) Foreclosure of Lien. As provided under the Act, the Association, by and through the Board of Directors may file a suit to foreclose the lien described in Section 11.3(e) above, notice of which was recorded in accordance with Section 11.3(e)(3) above.

(c) Suit or Action. Subject to Section 11.6 below, the Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration or the Bylaws without foreclosing or waiving the lien described in Section 11.3(e) above. Recovery on an action operates to satisfy the lien, or the portion thereof, for which recovery is made.

(d) Other Remedies. The Association has any other remedy available to it by law or in equity.

11.5 Costs and Fees.

(a) An Owner determined liable under this article is liable to the Association for:

(1) Any reasonable administrative fee as established by the Board of Directors.

(2) All costs and attorney fees incurred by the Association, whether or not legal proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition for review.

(3) Any expense incurred by the Association in remedying the default, and damage incurred by the Association or Owners.

(4) Any fines levied under Section 11.2 above.

(b) The sums described under Subsection (a) of this section shall be levied against the offending Lot as a Personal Assessment and enforced as provided in this article.

11.6 Disputes Between Association and Owners. In accordance with ORS 94.630(4), unless otherwise provided under the section, before initiating litigation or an administrative proceeding in which the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to use any dispute resolution program available in Washington County that is in substantial compliance with the standards and guidelines adopted under ORS 36.175 that requires the Dean of the University of Oregon School of Law to adopt rules for administration of the dispute resolution program under ORS 36.100 to 36.175.

11.7 Action by Owners. Subject to Section 11.6 above, an aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

11.8 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration or the Bylaws does not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration or the Bylaws. The remedies provided in this Declaration are not exclusive but are in addition to all other remedies, including actions for damages and suits for injunctions and specific performance available under law.

11.9 Damage or Destruction Due to Act of Owners or Others.

(a) If, due to the act or neglect of an Owner or Occupant of Owners Dwelling or any invitee of Owner or Occupant damage is caused to any Common Property or maintenance, repairs or replacements is required which would otherwise be a Common Expense, then the Owner shall pay for the cost of damage and the cost of such maintenance, repairs and replacements as may be determined by the Board of Directors, to the extent the costs not paid by Association insurance, including the amount of any deductible under an Association insurance policy.

(b) The Board of Directors shall give an Owner written notice and an opportunity to be heard before any determination by the Board under Subsection (a) of this section.

(c) The amount determined by the Board under Subsection (a) of this section shall be an Assessment against the Lot and the Owner who caused or is responsible for the damage and is collectable as a Personal Assessment pursuant to Article 10 above.

**ARTICLE 12
AMENDMENT AND DURATION**

12.1 Proposal of Amendments. Amendments to the Declaration may only be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the Voting Rights delivering the proposed amendment to the Board for presentation to the Owners. The proposed amendment must be reduced to writing and included in the notice of any meeting at which action is to be taken on the proposed amendment or attached to any request for approval or consent to the proposed amendment.

12.2 Approval Required. Except as otherwise provided in Section 12.3 below or by other provisions of this Declaration, this Declaration may be amended if the amendment is approved by Owners holding at least seventy-five percent (75%) of the Voting Rights of the Planned Community.

12.3 Additional Approval Requirements. Unless the Owners of the affected Lots unanimously consent to the amendment, no amendment may change:

(a) The boundaries of any Lot or the use to which any Lot is restricted under Section 7.1 above.

(b) The method of determining liability for Association Common Expenses or right to common profits under Section 10.5 above.

(c) The method of determining Voting Rights for Association matters under Section 5.3 above.

12.4 Execution and Recording. An amendment is not effective until the amendment is:

- (a) Executed and acknowledged by the president and secretary of the Association;
- (b) Certified by the president and secretary of the Association as being adopted in accordance with this Declaration and the applicable provisions of the Act; and
- (c) Recorded in the office of the recording officer of Washington County, Oregon.

12.5 Duration. This Declaration perpetually runs with the land and is and remains in full force and effect at all times with respect to all property in the Planned Community and the Owners. The Planned Community may be terminated in accordance with the Act and the Oregon Nonprofit Corporation Act with the approval of Owners holding at least eighty percent (80%) of the Voting Rights, unless a greater or lesser vote is required under the Act. Any request or approval or vote to terminate the Planned Community must include the terms and effect of the termination.

ARTICLE 13 **GENERAL PROVISIONS**

13.1 Invalidity; Number; Construction; Captions.

(a) Invalidity. The invalidity of any part of this Declaration by judgment or court order does not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration.

(b) Number; Construction. As used in this Declaration:

(1) The singular includes the plural and the plural the singular, as the context requires.

(2) “May not” and “shall not” are equivalent expressions of an absolute prohibition.

(3) “Violate” includes failure to comply.

(4) The masculine, feminine and neuter each include the masculine, feminine and neuter, as the context requires.

(c) Captions. All captions used in this Declaration are intended solely for convenience of reference and in no way limit any of the provisions of this Declaration.

(d) Exhibits. The exhibits referred to in this Declaration are incorporated by reference as though fully set forth where the reference is made.

(e) Liberal Construction. This Declaration shall be construed liberally to give effect to the entire document.

13.2 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration, the Bylaws or Rules and Regulations may be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same may not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

13.3 Request for Approval of Mortgagees. Any Mortgagee that receives a written request to approve amendments to the Declaration or Bylaws, or any other action to be taken by the Board of Directors, the Association or Owners, is considered to have given the approval unless the Mortgagee delivers or posts a negative response within sixty (60) days after receipt of the request.

13.4 Conflicts.

(a) Subject to ORS 94.770, if a conflict arises between or among the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations, the provisions of the Declaration are paramount to those of the Articles, the Bylaws, and the Rules and Regulations; the Articles of Incorporation are paramount to the Bylaws and the Rules and Regulations and those of the Bylaws are paramount to the Rules and Regulations, except to the extent the Declaration, Bylaws and Articles of Incorporation are inconsistent with the Act.

(b) To the extent any applicable governmental law, ordinance, rule or regulation conflicts with any provision of this Declaration, the more restrictive standard controls.

**VICTORIA WOODS OWNERS
COMMITTEE**, an Oregon nonprofit
Corporation

By: Tiffany Mitton
Tiffany Mitton, President

By: Peter Kwong
Peter Kwong, Secretary

EXHIBIT A

Parcel A

January 15, 1981

A tract of land being a portion of the Southwest quarter of Section 24 Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a point that is S 0°03'00" E, 699.29 feet and N 89°57'00" E, 81.55 feet from the West one-quarter corner of said Section 24, said point being 40.00 feet when measured at right angles from the centerline of S.W. Boones Ferry Road (C.R. 1063) and 25.00 feet when measured at right angles from the centerline of S.W. Tonka Street;

Thence parallel with the centerline of S.W. Tonka Street and 25.00 feet northerly when measured at right angles from said centerline S 88°54'00" E, 158.48 feet;

Thence N 0°03'00" W, 156.07 feet, to a point on the southerly line of the proposed relocation of S.W. Nyberg Road;

Thence along said southerly line, S 89°46'33" W, 125.06 feet;

Thence S 32°04'03" W, 45.75 feet, to a point opposite and 40 feet easterly of Engineer's Station "B" 15+82.71 on the centerline of relocated S.W. Boones Ferry Road;

Thence parallel with the centerline of S.W. Boones Ferry Road 40 feet easterly, when measured at right angles from said centerline, S 4°30'30" W, 114.11 feet, to the point of beginning.

Containing 0.5303 acres (23,100 square feet).

EXHIBIT B

PARCEL I:

The following described portion of Section 35, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

Beginning at the most easterly Southeast corner of the second parcel of land described in deed to Forest Cary Bither and wife, recorded October 3, 1962, in Book 473, page 115, Deed records, said point being on the East line of the Foster I. Bither and wife tract as described in Deed recorded in Book 253, page 479, Deed records; thence South $57^{\circ}33' \frac{1}{2}'$ West 349.77 feet to the East line of the first parcel described in said deed to Forest Cary Bither and wife; thence South $27^{\circ}00'$ East along the East line of said Bither first parcel, a distance of 331.90 feet to the Southeast corner thereof; thence South $63^{\circ}00'$ West 125.0 feet to the Southwest corner of said Forest bither's first parcel; thence continuing South $63^{\circ}00'$ West 90 feet to a point; thence North $63^{\circ}23'40''$ West 519.77 feet, more or less, to the Southeast corner of the Norman W. Scott, et ux, tract as described in Book 492 at page 92, Deed records; thence South $82^{\circ}49'$ West along the Southerly line of said Scott tract and a westerly extension thereof 205.8 feet, more or less, to the West line of the Foster O. Bither, et ux, tract, as above referenced; thence South along the West line of said Foster O. Bither tract a distance of 1330 feet, more or less, to the Southeast corner thereof; thence North along the East line of said Foster O. Bither tract a distance of 1715 feet, more or less, to the point of beginning.

EXEPTING the following portion thereof;

A portion of land located in the Southeast quarter of Section 35, Township 2 South, Range 1 West of the Willamette Meridian, Washington County Oregon, described as follows:

Beginning at the Southeasterly corner of that parcel conveyed by Foster O. Bither et ux, to Norman W. Scott, et ux, as recorded in Book 492, page 92, on July 26, 1963, Washington County Deed Records; thence South $67^{\circ}09'30''$ East 25.0 feet to the true point of beginning; thence South $63^{\circ}23'40''$ East 494.77 feet to a point which bears South $63^{\circ}00'$ West 90 feet from the most Southwesterly corner of that parcel recorded in Book 473, page 115, Washington County, Deed records; thence South $63^{\circ}00'$ West 5.54 feet; thence North $62^{\circ}52'26''$ West 491.50 feet to the true point of beginning.

ALSO EXCEPTING that portion of thereof described in deed from Alpine investment Co., Inc. to Norman W. Scott, et ux, as described in Book 727, page 646, Deed records of Washington County, Oregon.

PARCEL II:

Beginning at the Northwest corner of the Foster O. Bither tract as described in Deed recorded January 8, 1946, in Book 253, page 479, Deed records, said point being on the South line of

Mulloy Road; thence South 0°34'30" West along the West line of said Bither property 105.97 feet; thence South 9°48'30" East 31.16 feet; thence South 8°39'30" West 31.16 feet; thence South 0°34'30" West along the West line of said Bither property 74.74 feet; thence North 82°49' East 50.45 feet to a point on the South line of the Scott property as described in Deed recorded July 26, 1963, in Book 492, page 92, Deed records; thence North 0°34'30" East parallel with the West line of said Scott property 69.49 feet; thence North 8°39'30" East 31.16 feet; thence North 9°48'30" West 31.16 feet thence North 0°34'30" East parallel with the West line of said Scott property 144.50 feet to the South line of Mulloy Road; thence Southwesterly to the point of beginning.

SUBJECT TO rights of the public in and to any portion within roads, street and highways, easements, conditions and restrictions, of public record.

Lot 27, Navajo Hills, Washington County, Oregon.