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I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.

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



After recording, return to:
Hartung Villas Association, Inc.
14300 Bordeaux Lane
Portland, OR 97229

FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARTUNG VILLAS

THIS FIRST AMENDED AND RESTATED DECLARATION is made this 1st day of January 2013, by the HARTUNG VILLAS ASSOCIATION, INC. ("the Association"), an Oregon nonprofit corporation. This Declaration revokes and supersedes all previous declarations affecting the Property. **SEE EXHIBIT A**

OBJECTIVES

Hartung Villas Association, Inc. hereby amends and restates that certain Declaration of Protective Covenants, Conditions and Restrictions for Hartung Villas, originally dated December 29, 1986 and recorded in the Deed Records of Washington County, Oregon No. 86060007 on December 30, 1986. **SEE EXHIBIT B** This amendment is made pursuant to ORS 94.585, in order to comply with applicable laws.

The Association and its Members own approximately 7.2 acres located in Washington County, Oregon, which property has been developed as a planned community known as "Hartung Villas" designed to meet the physical and social needs of persons 55 years of age or older.

Funds for the maintenance and development of certain common areas are generally provided through assessments against those who purchase property within Hartung Villas. For the protection of all Owners of property in Hartung Villas, there will be a system designed to assure that each Owner(s) who has purchased a lot in Hartung Villas will pay an equitable share of the monies necessary for the maintenance of common areas, and certain other areas.

By adoption of these covenants, conditions, and restrictions, the Association is not committing itself to take any action for which definite provision is not made in this Declaration. One who acquires property in Hartung Villas will have the advantage of any further improvements of Hartung Villas, but shall not have any legal right to insist that there be any further improvements except as provided in this Declaration.

The Association intends that these covenants, conditions, and restrictions be construed in all respects such that Hartung Villas is exempt from the familial status provisions of the Fair Housing Amendments Act of 1988, pursuant to Section 3607(b) thereof as amended from time to time. The Association is governed by the Oregon Planned Communities Act – ORS 94.550 through 94.785 – and adopts all authority provide by said act to the Association, it's Board of Directors and Officers.

NOW THEREFORE, the Association hereby declares that the property shall be held, sold, and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

1 - DEFINITIONS

The following terms, when used herein, shall have the following meanings unless a different meaning is plainly required by the content.

- 1.1 "Architectural Review and Landscape Committees" means the Architectural Review and Landscape Committees appointed by the Executive Committee pursuant to Section "5 – COMMITTEES".
- 1.2 "Association" means the Hartung Villas Association Inc., the nonprofit corporation formed to serve the association of Owners as provided in Article 6 hereof, and its successors and assigns.
- 1.3 "Common Areas" means all property intended for common use and enjoyment of members of the Association including streets, open areas and all areas so designated on the recorded plat of Hartung Villas, in this Declaration. Unless otherwise specified, references to Common Areas shall also include Common Property.
- 1.4 "Common Property" means any real property or interest in real property within Hartung Villas which is owned or leased by the Association or designated as such in any plat of property within Hartung Villas, or in this Declaration, or in any declaration annexing such property to Hartung Villas.
- 1.5 "CC&Rs" (aka "Declaration") means these "FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARTUNG VILLAS".
- 1.6 "Declaration" (AKA "CC&Rs") means the "FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARTUNG VILLAS" effective January 1, 2013, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.7 "Director" means a Member of the Hartung Villas Association, Inc., Board of Directors. Members of the Executive Committee shall automatically by the election serve as Homeowner Association Board Members
- 1.8 "Executive Committee" means the Hartung Villas Association, Inc. Executive Committee, elected as provided for in the Bylaws of the Corporation. Members of the Executive Committee shall automatically by their election serve as Homeowner Association Board Members. The Executive Committee is the Board of Directors as expressed in the Oregon Planned Communities Act.
- 1.9 "Fiscal Year" of the Association shall begin on the first day of January and end on the 31st day of December of each calendar year.
- 1.10 "Hartung Villas" means the property owned by Hartung Villas Association, Inc.
- 1.11 "Improvement" means every temporary or permanent structure or improvement of any kind, including but not limited to a house, fence, wall, driveway, storage shelter or other product of construction efforts on or in respect to any property within Hartung Villas, including landscaping, and every alteration, painting or reconstruction thereof.

- 1.12 "Lot" means a platted or partitioned lot, whether developed or undeveloped, within Hartung Villas but not including any Common Area.
- 1.13 "Member" means the recorded Owner of a Hartung Villas Lot, who is by virtue of that ownership, a member of the Hartung Villas Association, Inc.
- 1.14 "Mortgage" means a mortgage, trust, deed, or land sales contract; "mortgagee" means a mortgagee, beneficiary of a trust deed, or vendee under a land sales contract; and "mortgagor" means a mortgagor, grantor of a trust deed, or vendor under a land sales contract.
- 1.15 "Owner" means the person or persons owning any recorded ownership in a Lot, including any purchaser under a recorded land sales contract to whom possession has passed, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot, including any vendor under a recorded land sales contract who has given up possession. The rights, obligations and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.16 "Resident" means the Owner, or in the case of a leased or rented property, the lessor/renter and in addition, any other individual or guest whose primary place of residence is a Hartung Villas home for 90 days or more in a 12-month period.
- 1.17 "Residential Dwelling" means a building or a portion of a building located upon a Lot within Hartung Villas and designated for separate residential occupancy (whether or not occupied) or ownership.
- 1.18 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.
- 1.19 "The Act" means the Fair Housing Amendments Act of 1988, as subsequently amended, and any regulations adopted to implement the purposes of said statute.
- 1.20 "The Properties" means the real property described as HARTUNG VILLAS as recorded in Plat Records of Washington County, Oregon, and such additional property as may be brought within the jurisdiction of the Association in the manner provided in the Declaration.

2 - LAND CLASSIFICATIONS

2.1 Development. All land within the Development is included in one of the following classifications:

2.1.1. Lots. Lots shall consist of all Lots on the plat designated for residential use of Hartung Villas or as subsequently annexed to the plat.

2.1.2. Common Areas. Common Areas shall consist of all areas marked as Common on the plat or as subsequently annexed to the plat.

3 - PROPERTY RIGHTS

- 3.1 Use and Occupancy of Lots. Except as otherwise expressly provided in this Declaration, in the plat in which a Lot was platted or partitioned, the Owner of a Lot in Hartung Villas shall be entitled to the exclusive use and benefit of such Lot for residential purposes, subject to the rights and restrictions of this Declaration, the Bylaws and any rules and regulations adopted by the Association.
- 3.2 Easements Reserved. In addition to any utility and drainage easements shown on the recorded plats, Hartung Villas hereby reserves the following easements for the benefit of the Association:
- 3.2.1. Right of Entry. The Association and any representative of the Association authorized by it may, after reasonable notice, unless there is an emergency, at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether the use of Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.
- 3.2.2. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and front seven and one-half feet of each Lot. Such easements may also be reserved over other portions of certain Lots, as shown on the recorded plat. Within the easements, no permanent structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- 3.2.3. Common Area Walls. Existing walls have been constructed for the purpose of separating each Lot, assisting in the defining of Common Areas and forming an exterior security perimeter. The Association shall have an exclusive and perpetual easement to the area of each lot, between the wall and the lot-line abutting the Common Areas. The Association shall maintain the walls, drives, yards and landscaping in this area and lot Owners may not use, modify or maintain this area except as provided by the Association; provided that lot Owners, their guests, invitees and licensees may use this area for the purpose of ingress or egress to their respective lots.
- 3.2.4. The walls between adjacent dwellings shall be constructed five (5) feet from the lot-line. The five foot strip of land between the side wall and the lot-line, and between the end walls, shall be subject to an exclusive and perpetual easement to the abutting lot Owner for such lot Owner's exclusive use and enjoyment except that no permanent structure may be constructed or placed on said easement and the Association and the lot Owner of said easement area shall have the right of access to said easement area, across

the abutting lot Owner's lot, at reasonable times and in a reasonable manner, for maintenance of the lot Owner's dwelling and the wall. The Association's responsibility for maintenance shall not relieve any Lot owner or other persons of any liability they may have for damage to the Common Area Walls.

3.3 Common Areas

3.3.1. Owner's Easements of Enjoyment. Subject to provisions of this Declaration, every Owner and such Owner's invitees shall have a right and easement of enjoyment in and access to Common Areas.

3.3.2. Extent of Owner's Rights. The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

3.3.2.1. Association's and Owner's Easements. The Association retains for the benefit of the Association and all Owners of Lots within Hartung Villas the following easements over, under and upon the Common Areas:

3.3.2.1.1. An easement for installation and maintenance of power, gas, electric, water and other utility and communication lines and services installed by Association with the approval of the Executive Committee of the Association and any such easement shown on any plat of property within Hartung Villas.

3.3.2.1.2. An easement for construction, maintenance, repair and use of the Common Areas thereon, and for any purposes and uses adopted by the Association for the benefit of the Association and the Owners.

3.3.2.1.3. An easement for the purpose of making repairs to any existing structure on the Common Areas.

3.3.2.2. Utilities Easements. The Association may (and, to the extent required by law, shall) grant or assign easements to municipalities, communication companies, or other utilities performing utility services, and the Association may grant free access thereon to police, fire and other public officials and to employees of utility companies and communications companies serving Hartung Villas.

3.3.2.3. Restrictions on Use of Common Areas. Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

3.3.2.3.1. The right of the Association to suspend such use rights of an

Owner to the extent provided in Section "9 – ENFORCEMENT".

3.3.2.3.2. The rights of the Association to adopt, amend, and repeal rules and regulations in accordance with this Declaration and the Bylaws of the Association, including, without limitation, the right to require reservations for use of the Common Areas and the right to impose reasonable fees in connection with such use.

3.3.3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, such Owner's right of enjoyment of the Common Areas to the members of such Owner's family who reside on the Lot or tenants who reside on the Lot as recorded by the Owner with the Secretary/Treasurer of the Association.

3.3.4. Alienation of the Common Areas. The Association may not by act or omission seek to abandon, partition, subdivide, encumber, or cause the Common Area to be subject to any security interest, or sell or transfer the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least Eighty (80) percent of the Lots have given their prior written approval and such action complies with any applicable Washington County ordinances. This provision shall not apply to the easements described above. A sale, transfer, or encumbrance of the Common Area or any portion of the Common Area in accordance with this section may provide that the Common Area so conveyed shall be released from any restriction imposed on such Common Area by this Declaration. No sale, transfer, or encumbrance, may, however, deprive any Lot or such Lot's Owner's right of access without the written consent of the Owner of the Lot.

4 - RESTRICTIONS ON USE OF LOTS

- 4.1 Structures Permitted. No improvements shall be erected or permitted to remain on any Lot except a Residential Dwelling and improvements normally accessory thereto.
- 4.2 Residential Use. Lots shall only be used for residential purposes. Except with the consent of the Executive Committee, and as allowed by applicable Washington County ordinances, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his Residential Dwelling. The Executive Committee shall not approve legal commercial activities otherwise prohibited by this paragraph unless the Executive Committee determines that only normal residential activities would be observable outside of the Residential Dwelling.
- 4.3 Rental or Lease of Residential Dwellings. Any dwelling that is leased or rented may only be leased or rented on terms requiring that it (i) be occupied by at least one person 55 years of age or older and (ii) may not be occupied by any persons under age 18. It is the responsibility of the Homeowner to provide copies of the CC&Rs and Homeowners Handbook to rental or lessee residents and obtain a signed acknowledgement thereof in which the renter or lessee agrees to abide by all rules set forth therein. Said acknowledgement must be signed and filed with the Association Secretary Treasurer prior to residency of the renter or lessee. Homeowners and rental or lessee residents shall be jointly and severally liable for violations on the part of rental or lessee residents.
- 4.4 Occupancy of Residential Dwellings. All occupants of Residential Dwellings must be at least 18 years of age and at least one occupant must be 55 years of age or older. This restriction shall not prohibit temporary and social visitation of the occupants of a Residential Dwelling by persons not qualified by age to be Residents. No persons under the age of 18 are allowed as full-time residents. Variances from the restrictions on occupancy may be granted on such terms and conditions as the granting authority deems appropriate pursuant to Section 4.14.
- 4.5 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Residential Dwelling or upon any Lot or Common Area, nor shall anything be done or placed in any Residential Dwelling or on any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Residential Dwellings, Lots, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof, shall be observed.

- 4.6 Animals. Other than a maximum of two household pets, no animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Residential Dwelling or on any Lot. Pets shall be reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. Pets shall not be permitted to roam Hartung Villas unattended, shall be kept on a leash while off the Lot of their Owners and on the common area of the Association. An Owner or resident may be required to remove a pet upon receipt of notice in writing from the Association Executive Committee of violations of any rule, regulation or restriction governing pets within Hartung Villas.
- 4.7 Maintenance of Structures and Grounds. Each Owner shall maintain such Owner's Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees (except street trees) grass and plantings of every kind on such Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be repaired within a reasonable period of time.
- 4.8 Common area Parking. Common area Parking is intended for Member's guest(s) and should not exceed a duration of 48 hours or more without prior approval of the Executive Committee. Parking of any Member vehicle or equipment, including without limitation, boats, trailers, motorcycles, trucks, truck campers, or other recreational vehicles, shall not be allowed on any part of Hartung Villas, excepting only within areas designated for such purposes by the Executive Committee or within the confines of an enclosed garage.
- 4.9 Vehicles in Disrepair. No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area or on any street for a period in excess of 48 hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Executive Committee reasonably determines that its presence offends occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to him by the Association, the Association may have the vehicle removed from Hartung Villas and assess the expense of such removal to the vehicle's Owner and/or Owner of the Lot on which said vehicle is parked.
- 4.10 Signs. Signs may not be placed on any common area without prior approval of the Executive Committee. No signs shall be erected or maintained on any Lot except signs that are approved as to appearance and location. Approval shall not be required for signs 6 inches by 24 inches (or less) displaying the occupant's name and address, not more than two temporary signs not larger than 18 inches by 24 inches advertising the property for sale and temporary community decorations. Such sign must be removed upon the sale of the unit, or conclusion of the community project (as applicable). "Political" signs placed on individual lots may be placed no earlier than two months prior to the election and must be removed the day after the election is held.

- 4.11 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and stored in the area provided on each lot.. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, or Common Areas, or on any Lots.
- 4.12 Antennas. Exterior antennas and satellite dishes visible from Common Areas or neighboring lots must be approved by the Architectural Review and Landscape Committees.
- 4.13 Setback, Maximum Height, and Minimum Yard Requirements. Each Lot shall be subject to the setback, maximum height, and minimum yard requirements and/or to any land use review procedure established by Washington County. In addition, all Lots are subject to any more restrictive setback, maximum height, or minimum yard requirements as are established from time to time by the Architectural Review and Landscape Committees. No improvement shall be constructed or maintained in violation of any setback, maximum height, or minimum yard requirement, except with the written consent of the Architectural Review and Landscape Committees and any applicable Washington County approval.
- 4.13.1. No dwelling shall be placed nearer than twenty (20) feet to the front lot line nor nearer than twenty (20) feet to the rear lot line or closer than five (5) feet (as restricted by masonry walls) to the westerly side lot line and no closer than three (3) feet to the easterly side lot line, and maximum of twelve (12) inches of roof overhang is allowed into said side yards.
- 4.13.2. No dwelling shall cover more than forty five (45%) percent of the total area of the lot.
- 4.13.3. No dwelling may be more than one story high, unless otherwise approved; nonetheless no dwelling may be more than twenty-four (24) feet in height measured from the top of the curb in the center of the lot to the highest point of the roof.
- 4.14 Grant of Waivers or Consents. Except as specifically provided in Sections 4.1 through 4.13, and subject to the exemption requirements of the Act for 55 or over housing, authority to grant or extend exceptions, variances, waivers, and consents contemplated by this Article IV shall be exclusively in the Association.

5 - COMMITTEES

- 5.1 Membership; Appointment and Removal. The Architectural Review and Landscape Committees shall each consist of not less than three members, as the Executive Committee may from time to time appoint. Additional non-residents may serve on either committee, in an advisory role. The Executive Committee may remove any member of either Committee at any time and may appoint new or additional members at any time.
- 5.2 The Association shall keep on file with the Secretary/Treasurer a list of the names and addresses of the members of the Architectural Review and Landscape Committees. If the Executive Committee fails to appoint members of the Architectural Review and Landscape Committees, the Executive Committee shall itself serve as the Architectural Review and Landscape Committees.
- 5.3 Architectural Review Committee. The Architectural Review Committee is appointed by and reports to the Hartung Villas Association, Inc. Executive Committee. The purpose of the Architectural Review Committee is to assist in maintaining the architectural integrity, harmony and quality of Hartung Villas by reviewing and approving or disapproving requests from individual homeowners for changes to the exterior of the homeowner's property.
- 5.3.1. Architectural Review. No external improvement shall be commenced, erected, placed, altered, or maintained on any Lot until the design plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials, and to assure harmony of external design with existing improvements and location of the improvements with respect to topography and finished grade elevations.
- 5.3.2. Procedure. In all cases for which Architectural Review approval or consent is required by this Declaration, the provisions of this Article shall apply. The procedure and specific requirements for application for Architectural Review Committee approval or consent may be set forth in Design Guidelines or other rules adopted from time to time by the Architectural Review Committee.
- 5.3.3. Committee Decision. The Architectural Review Committee shall render its decision on an application within 30 days after it has received a complete written application. A completed application shall specify the approval or consent request and be accompanied by all material required to make an informed decision on such application. If the Architectural Review Committee fails to render a decision within 30 days after receiving a complete application, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with. Similarly, if no suit to enforce this Declaration has been commenced within one year after completion of construction of the Improvement, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.
- 5.3.4. Committee Discretion. The Architectural Review Committee may, in its sole discretion, withhold or condition its approval of any proposed

Improvement if the Architectural Review Committee finds the proposed Improvement would be inappropriate for the particular Lot or incompatible with the design standards that the Committee intends for Hartung Villas. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within Hartung Villas, or other effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Architectural Review Committee reasonably believes to be relevant, may be taken into account by the Architectural Review Committee in determining whether or not to approve or condition its approval of any proposed Improvement.

5.3.5. Architectural Review Action. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the member consenting thereto.

5.3.6. Liability. The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, or other similar technical considerations. Neither, the Architectural Review Committee, nor any member thereof, shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof, provided only that the Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.

5.3.7. Non-waiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.3.8. Effective Period of Consent. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one year after issuance unless construction of the Improvement has been commenced or the Owner has applied for and received an extension of time from the Committee.

5.3.9. Estoppel Certificate. Within 30 days after written request is delivered to the Architectural Review Committee by any Owner, the Architectural Review Committee shall provide such Owner with an estoppel certificate executed by the chairperson of the Committee, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, such certificate shall also identify the non-complying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrances, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between the Architectural Review Committee, The Association and all Owners, and such purchaser or mortgagee.

5.4 Landscape Committee. The Landscape Committee is appointed by and reports to the Hartung Villas Association, Inc. Executive Committee. The purpose of the Landscape Committee is to manage the integrity, harmony and quality of

Hartung Villas by assuring Common Area landscaping is maintained at a high standard. Additionally, the Landscape Committee is charged with assuring individual homeowners' landscaping, visible from Common areas, is maintained at a consistently high standard as described in Section 4.7 "Maintenance of Structures and Grounds".

- 5.5 Liability. The scope of the Landscape Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, or other similar technical considerations. Neither the Landscape Committee, nor any member thereof, shall be liable to any Owner, occupant, or contractor for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Landscape Committee or a member thereof, provided only that the Landscape Committee has, or the member has, in accordance with the actual knowledge possessed by the Landscape Committee or by such member, acted in good faith.
- 5.6 Appeal. Any impacted Owner may appeal any action of the Architectural, Landscape Committee or other appointed Committee of the Association. Such appeal shall be made in writing to the Executive Committee of the Association within ten days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Executive Committee of the Association within 15 days after receipt of such appeal.

6 - ASSOCIATION

- 6.1 Nonprofit Corporation.** This nonprofit corporation is an association of all Owners within Hartung Villas and is called the "Hartung Villas Association." The Association has powers and obligations as are set forth in this Declaration, in law and in the Bylaws and operates for the benefit of Hartung Villas Owners. In addition, the Association is governed by the Oregon Planned Communities Act – ORS 94.550 through 94.785 – and adopts all authority provide by said act to the Association, its Board of Directors and its Officers.
- 6.2 Managed by Executive Committee.** Subject to the provisions of the Oregon Nonprofit Corporation Act, and any limitations in the Corporation Documents relating to actions required by the Members, the Corporation shall be managed and all Corporation powers shall be exercised by, or under the direction of, the Executive Committee. Members of the Executive Committee shall automatically by their election serve as Homeowner Association Board Members.
- 6.3 Membership.** Every Owner of one or more Lots within the Property shall, immediately and thereafter during the entire period of that ownership, be a member of the Association. Membership shall commence, exist, and continue simply by virtue of ownership and shall expire automatically upon termination of ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
- 6.4 Voting Rights.** Owners of Lots shall be allocated one vote per Lot. In any case in which two or more persons share the ownership of any Lot, Section 10.4 shall govern the allocation of said vote.
- 6.5 Liability.** Neither the Association nor any officer or member of its Executive Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Executive Committee, provided only that the officer has acted in good faith in accordance with the actual knowledge possessed by the committee member.
- 6.6 Association Rules and Regulations.** The Association from time to time may adopt, modify, or revoke rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Areas that it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property within Hartung Villas. Upon adoption and notification any new or modified rules and regulations shall be binding upon all Owners and occupants of all Lots upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

7 - MAINTENANCE, UTILITIES AND SERVICES

- 7.1 Common Area Maintenance, Lighting, and Utilities.** The Association shall perform or contract to perform all maintenance upon and, where the Association deems appropriate, provide exterior lighting and utilities for the Common Areas.
- 7.2 Maintenance of Utilities.** The Corporation shall perform or contract to perform maintenance of all private utilities within Common Areas, such as sanitary sewer service lines, wire or wireless communication for common area improvements, domestic water service lines, storm water detention facilities, and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Each Owner shall be responsible for maintaining utility lines within his or her Lot.
- 7.3 Facilities and Services for Persons 55 Years or Older.** The Association may provide or contract to provide facilities and services specifically designed to meet the physical and social needs of persons 55 years of age or older as the Executive Committee shall reasonably deem to be of benefit to Hartung Villas.
- 7.4 Other Services.** The Association may provide or contract for such services as the Executive Committee may reasonably deem to be of benefit to the Property, including, without limitation, security services and garbage and trash removal for Common Areas.

8 – ASSESSMENTS

8.1 Annual Budgets. The Executive Committee shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessment and any existing surplus or deficit of the Association. The budget shall provide for such reserve or contingency funds as the Executive Committee deems necessary or desirable or as may be required by law. The method of adoption of the budget shall be as provided in the Bylaws.

8.2 Assessment Formula. All Lots shall be subject to assessment for the Maintenance and Operations Fund and the Common Property Reserve Account and shall pay one assessment per Lot. The amount of the assessment per assessment unit shall be determined by dividing the funding requirement as determined by the annual budget by the total number of Lots.

8.3 Capital Improvement Assessments. The Association may purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for the general use and benefit of all the members of the Association and for that purpose may impose a special assessment to be called a "Capital Improvement Assessment." Any such assessment shall be assessed to the Lots within Hartung Villas on the same formula as set forth in Section 8.2. "Assessment Formula". No new Capital Improvement Assessment may be imposed under this section which, for any one purchase, construction or other acquisition, or group of related purchases, constructions or other acquisition, in the aggregate exceeds \$20,000, unless approved by the vote of not less than two-thirds of the Owners who are voting in person, by absentee ballot or by proxy at a meeting duly called for the purpose of approving the Capital Improvement Assessment. To the extent that the additional equipment, facilities, or other capital improvement purchased, constructed, or otherwise acquired by the Association shall include items of Common Property (as hereinafter defined) which will normally require replacement, in whole or in part, in more than three and less than 30 years, such Capital Improvement Assessment shall be accompanied by a corresponding Common Property Reserve Account Assessment (as hereinafter defined) as required by Section 8.4 "Reserve Account for Replacing Common Property".

8.4 Reserve Account for Replacing Common Property. The Association shall establish and maintain a reserve account that shall be called the "Common Property Reserve Account," that will be kept separate and apart from all other funds of the Association. Except as provided in Section 8.4.2, the Common Property Reserve Account shall be used exclusively for replacement of items of Common Property that will normally require replacement, in whole or in part, in more than three and less than 30 years, and not for regular or periodic maintenance expenses.

8.4.1. Inventory of Common Property. Not less often than annually, the Association shall inventory all items of Common Property with a value of \$1,000 or more that will normally require replacement in whole or in part, in more than three and less than 30 years, and shall estimate the

remaining life of each item of Common Property and the current replacement cost of each of such items. For the purpose of funding the Common Property Reserve Account, the Association shall impose an assessment to be called the "Common Property Reserve Account Assessment" against each Lot within Hartung Villas on the same formula as set forth in Section 8.2. The total Common Property Reserve Account Assessment shall be equal to the sum of the estimated replacement cost of each item of Common Property which has an estimated life of more than three but less than 30 years, divided by the estimated number of years of life for such item of Common Property (not the estimated years of life remaining).

8.4.2. Loan from Common Property Reserve Account. The Executive Committee may borrow funds interest free from the Common Property Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this Subsection must be repaid from special assessment or maintenance fees within six months of the date such funds are borrowed.

8.4.3. Increase, Reduction, or Elimination of Common Property Reserve Account Assessments. Future assessments for the Common property Reserve Account may be increased, reduced, or eliminated by the vote of Owners representing two-thirds of the votes computed in accordance with Section 6.4 Voting Rights.

8.5 Maintenance and Operations Fund Assessment. The Association shall establish a fund to be known as the "Maintenance and Operations Fund," into which all funds not otherwise allocated to a separate account in this Declaration or by action of the Officers of the Association shall be deposited. The Association shall use the Maintenance and Operations Fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within Hartung Villas, and the improvement, maintenance, and operation of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots in Hartung Villas, and for the operation of the Association, including but not limited to:

8.5.1. Maintenance, Utilities, and Services. Payment of the cost of maintenance of common areas, common property, utilities, and services as described in Section 7 "MAINTENANCE, UTILITIES AND SERVICES", including the costs of the operation of the Association.

8.5.2. Insurance. Payment of the cost of insurance as described in the Bylaws of the Association.

8.5.3. Taxes. Payment of taxes assessed against the Common Areas and any improvements thereon.

8.5.4. Other Services. Payment of the cost of other services which the

Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

- 8.6 Funding of Maintenance and Operations. For the purposes of funding the Maintenance and Operations Fund, the Association shall not less often than annually estimate the cost of accomplishing the goals for which the Maintenance and Operations Fund is established for the next fiscal year, and assess such cost to the Lots ("Maintenance and Operations Fund Assessment"). The Association may include in such Maintenance and Operations Fund Assessment amounts for the establishment of reserves to meet extraordinary expenses or such other amounts that are reasonably related to the purpose of the Maintenance and Operations Fund. The Maintenance and Operations Fund Assessment shall be assessed to Lots within Hartung Villas as set forth in Section 8.2 "Assessment Formula".
- 8.7 Payment of Assessments. At least once a year, the Association shall provide notice to the Owner of each Lot of the amount of the assessment for such Lot calculated in accordance with Section 8.2. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than 30 days from the date the notice is mailed or at such other time or times set in accordance with this Declaration or the Bylaws as the Executive Committee may specify in the notice.
- 8.8 Creation of Lien; and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be required to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 9.4 "Interest, Expenses and Attorneys' Fees", shall be a charge on the land and a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Section 9 "ENFORCEMENT".

9 - ENFORCEMENT

9.1 Violation of Permitted Uses. In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association or any rules or regulations adopted by the Association governing the use of Lots or Common Areas, then the Association, acting through its Executive Committee, may notify the Owner in writing that the violations exist and that such Owner is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend the Owner's voting rights and right to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed 60 days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Executive Committee deems appropriate in relation to the violation, which fines shall be paid into the Maintenance and Operations Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner of access to and from such Owner's Lot.

9.2 Non-qualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on such Owner's Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Lot, then the Association acting through its Executive Committee may notify the Owner in writing of any such specific violations of this Declaration and may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the improvement thereon, and the Owner's use thereof, into conformance with this Declaration. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within 60 days of written notice to the Owner, then the Association acting through its Executive Committee, shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

9.2.1 Fines. Impose reasonable fines against such Owner in the manner and amount the Executive Committee deems appropriate in relation to the violation,

9.2.2 Remove Cause of Violation. Enter onto the offending Lot, without being subject to any trespass, conversion or any other claim for damages, and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Maintenance and Operations Fund, or

9.2.3 Suit or Action. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

9.3 Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under this Declaration is not paid within 30 days of its due

date, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate of twelve (12%) percent and, in addition, the Association may exercise any or all of the following remedies:

9.3.1 Suspension of Rights, Acceleration. The Association may suspend such Owner's voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot

9.3.2 Lien. The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine or charge is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382 shall apply to the Association's lien. The lien may be foreclosed in accordance with the provisions regarding the foreclosure or liens under ORS Chapter 88.

9.3.3 Suit or Action. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in paragraph 9.3.2 above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

9.3.4 Other Remedies. The Association shall have any other remedy available to it by law or in equity.

9.4 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at an interest rate of twelve (12%) percent compounded annually not to exceed the lawful rate of interest under Oregon law. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Executive Committee of the Association not to exceed thirty (30%) percent of such assessment. In the event the Association shall file a notice of the lien, the lien amount shall also include all associated fees and cost including but not limited to the recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolution of the Executive Committee of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder to or to foreclose a lien, the Owner defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

9.5 Non-exclusiveness and Accumulation of Remedies. An election by the

Association to pursue or not pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover the damages to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

10 MISCELLANEOUS PROVISIONS

- 10.1 **Amendment and Repeal.** This Declaration or any provision thereof, as from time to time in effect with respect to all or any part of Hartung Villas, may be amended or repealed by the vote or written consent of not less than 2/3 (66.7 percent) of eligible voters (one vote per lot). Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Washington County, Oregon, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section increase the number of Lots or units, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment. No oral modification may be made to this Declaration.
- 10.2 **Regulatory Amendments.** Existing and/or State or Federal law shall control over any conflicting provision of this document. Notwithstanding the provisions of Section 10.1 "Amendment and Repeal", the Association shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance, or regulation of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or lots in a planned community.
- 10.3 **Duration.** This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included in Hartung Villas and the Owners thereof for an initial period of 30 years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in Hartung Villas and the Owners thereof for successive additional periods of ten years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six months prior to the intended termination date by the vote or written consent of not less than 75 percent of eligible voters (one vote per lot), to the extent required by Section 10 "MISCELLANEOUS PROVISIONS". Any such termination shall become effective only if prior to the intended termination date (a) a certificate of the president or secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Deed Records of Washington County, Oregon, and (b) such termination has been approved by an order or resolution of any applicable Washington County agency and a copy of such order or resolution has been recorded in the Deed Records of Washington County, Oregon. Such termination shall not have the effect of denying any Owner Access to such Owner's Lot unless such Owner and any mortgagee of such Lot have consented in writing to the termination.

10.4 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a jointly and severally responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

10.5 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering Hartung Villas under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement, or enjoyment of such Owner's Lot and other areas within Hartung Villas. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

10.6 Non-waiver. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

10.7 Construction; Severability. This Declaration shall be liberally construed as one document to accomplish the purposes stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

10.8 Number. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires.

10.9 Captions. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Declaration.

10.10 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing or e-mail and shall be deemed to have been given on the day of delivery when delivered by personal service, to have been given on the day sent by e-mail and to have been given three business days after delivery to the United States mails using first class mail service to the party to which such notice is directed at its address determined as provided in this Section 10.11.

10.10.1 Addresses. All notices and other communication under this Declaration shall be given to the parties hereto at the following addresses:

10.10.1.1 If to an Owner, then to the last address for such Owner shown in the Association's records or

To the e-mail address as provided to the Secretary/Treasurer.

10.10.1.2 If to the Association, then to the Association at:

Hartung Villas Association, Inc.
14300 NW Bordeaux Lane
Portland, OR 97229

10.10.1.3 Change of Address. Any party hereto may change the address to which notices shall be directed by giving ten days' written notice of such change delivered as provided herein.

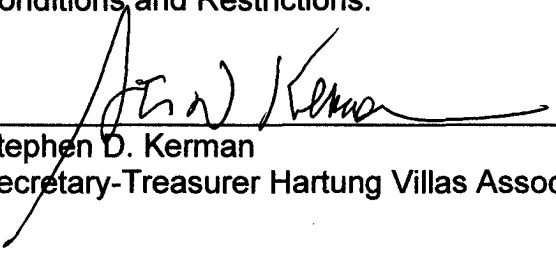
10.11 Private Agreement. This Declaration and the covenants and agreements contained herein constitute a private agreement among the Owners of Lots in Hartung Villas and Washington County is under no obligation to enforce any of its provisions. This Declaration does not restrict Washington County's authority to adopt or amend its development regulations. There may be conflicting requirements between this Declaration and Washington County's regulations. Washington County will limit its review of a development application to the requirements of its regulations. It is the duty of every person engaged in development or remodeling of a Lot or an Improvement in Hartung Villas to know the requirements of this Declaration and the covenants and agreements contained herein. In the event there is a conflict between a Washington County regulation and this Declaration, any question regarding which provision controls shall be directed to the Architectural Review and Landscape Committees. Washington County will not be liable for any approvals or permits which are granted in compliance with Washington County regulations, but which are not in compliance with this Declaration.

ATTESTATION

I, Stephen D. Kerman, as Secretary-Treasurer of Hartung Villas Association, Inc. do hereby certify the foregoing to be the restated By-laws and Declaration of Protective Covenants, Conditions and Restrictions, as adopted by the Executive Committee on November 4, 2012 to become effective January 1, 2013.

The By-laws and Declaration (CC&R's) were presented to the homeowners/members of the Hartung Villas Association, Inc. for their vote by proxy. A 75% approval rate of eligible voters (one per lot) is required to amend the existing CC&R's. Hartung Villas has 19 lots; one lot has been deemed ineligible to vote; 75% is 14 ($18 \times 0.75 = 13.5$) lots voting in favor of the change. A total of 17 affirmative votes or proxies were cast equaling ~89.5% of the lots and ~94% of the eligible voters.

The Executive Committee of the Hartung Villas Association, Inc. voted the proxies at their regular meeting on November 4, 2012 and then passed the Resolution, Exhibit A below, adopting the revised By-Laws and Declaration of Protective Covenants, Conditions and Restrictions.

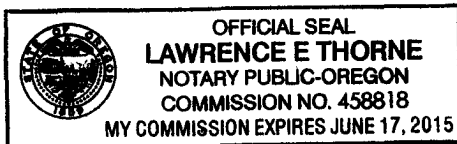


Stephen D. Kerman
Secretary-Treasurer Hartung Villas Association, Inc.

STATE OF OREGON)
) ss
County of Washington)

Stephen D. Kerman, Secretary-Treasurer of the Hartung Villas Homeowners' Association, personally appeared and acknowledged that he has knowledge of the facts set forth in the revised By-Laws and Declaration of Protective Covenants, Conditions and Restrictions and that he believes that all statements made therein are true and correct.

Subscribed and sworn to before me on January 16, 2013.





Notary Public for Oregon

My commission expires: June 17, 2015

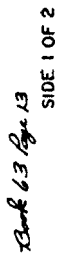
Exhibit A – Resolution

Having been duly approved at the Annual Meeting of the Hartung Villas Association on November 4, 2012, the Association does hereby adopt these amended By-Laws and Declaration of Protective Covenants, Conditions and Restrictions for Hartung Villas Association to be effective January 1, 2013.

EXHIBIT B PAGE 1

The foregoing First Amended Declaration shall apply to, bind and inure to title to each of the following parcels of real property created by the Plat of Hartung Villas, Located in the NW 1/4, Section 28, Township 1 North, Range 1 West, Willamette Meridian, Washington County Oregon, recorded in Book 63, page 13 of the real property deed records of Washington County.

SITUS: NW BORDEAUX LANE	MAP	HARTUNG VILLAS LOT	ACRES
14255	1N128BC-02600	1	0.21
14235	1N128BC-02700	2	0.19
14225	1N128BC-02800	3	0.20
14205	1N128BC-02900	4	0.19
14175	1N128BC-03000	5	0.19
14155	1N128BC-03100	6	0.27
14296	1N128BC-03200	7	0.24
14274	1N128BC-03300	8	0.19
14260	1N128BC-03400	9	0.21
14242	1N128BC-03500	10	0.21
14228	1N128BC-03600	11	0.21
14212	1N128BC-03700	12	0.21
14190	1N128BC-03800	13	0.21
14170	1N128BC-03900	14	0.21
14150	1N128BC-04000	15	0.21
14130	1N128BC-04100	16	0.21
14110	1N128BC-04200	17	0.21
14090	1N128BC-04300	18	0.20
14070	1N128BC-04400	19	0.35



BY-LAWS OF HARTUNG VILLAS

1 - DEFINITIONS

The following terms, when used herein, shall have the following meanings unless a different meaning is plainly required by the content.

- 1.1 "Association" means the Hartung Villas Association Inc., the nonprofit corporation formed to serve the association of Owners as provided herein and also in Article 6 of CC&Rs, and its successors and assigns.
- 1.2 "Common Areas" means all property intended for common use and enjoyment of members of the Association including streets, open areas and all areas so designated on the recorded plat of Hartung Villas, in this Declaration. Unless otherwise specified, references to Common Areas shall also include Common Property.
- 1.3 "Common Property" means any real property or interest in real property within Hartung Villas, which is owned or leased by the Association or designated as such in any plat of property within Hartung Villas, or in any declaration annexing such property to Hartung Villas.
- 1.4 "CC&Rs" (aka "Declaration") means the "FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARTUNG VILLAS" effective January 1, 2013.
- 1.5 "Declaration" (aka "CC&R"s) means the "FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARTUNG VILLAS" effective January 1, 2013, together with any rules or regulations promulgated there under, as the same may be amended or supplemented from time to time in accordance with the provisions thereof.
- 1.6 "Directors" means a Member of the Hartung Villas Association, Inc., Board of Directors. Members of the Executive Committee shall automatically by the election serve as Homeowner Association Board Members.
- 1.7 "Executive Committee" means the Hartung Villas Association, Inc. Executive Committee, elected as provided for in the Bylaws of the Corporation. Members of the Executive Committee shall automatically by their election serve as Homeowner Association Board Members. The Executive Committee is the Board of Directors as expressed in the Oregon Planned Communities Act.
- 1.8 "Fiscal Year" of the Association shall begin on the first day of January and end on the 31st day of December of each calendar year.
- 1.9 "Hartung Villas" means the property owned by Hartung Villas Association, Inc.

- 1.10 "Improvement" means every temporary or permanent structure or improvement of any kind, including but not limited to a house, fence, wall, driveway, storage shelter or other product of construction efforts on or in respect to any property within Hartung Villas, including landscaping, and every alteration, painting or reconstruction thereof.
- 1.11 "Lot" means a platted or partitioned Lot, whether developed or undeveloped, within Hartung Villas but not including any Common Area.
- 1.12 "Member" means the recorded Owner of a Hartung Villas Residential Lot, who is by virtue of that ownership, a member of the Hartung Villas Association, Inc.
- 1.13 "Mortgage" means a mortgage, trust, deed, or land sales contract; "mortgagee" means a mortgagee, beneficiary of a trust deed, or vendee under a land sales contract; and "mortgagor" means a mortgagor, grantor of a trust deed, or vendor under a land sales contract.
- 1.14 "Owner" means the person or persons owning any recorded ownership in a Lot, including any purchaser under a recorded land sales contract to whom possession has passed, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot, including any vendor under a recorded land sales contract who has given up possession. The rights, obligations and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.15 "Resident" means the Owner, or in the case of a leased or rented property, the lessor/renter and in addition, any other individual or guest whose primary place of residence is a Hartung Villas home for 90 days or more in a 12-month period.
- 1.16 "Residential Dwelling" means a building or a portion of a building located upon a Lot within Hartung Villas and designated for separate residential occupancy (whether or not occupied) or ownership.
- 1.17 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.
- 1.18 "The Act" means the Fair Housing Amendments Act of 1988, as subsequently amended, and any regulations adopted to implement the purposes of said statute.
- 1.19 "The Properties" means the real property described as HARTUNG VILLAS as recorded in Plat Records of Washington County, Oregon, and such additional property as may be brought within the jurisdiction of the Association in the manner provided in the Declaration.

Words used in these By-Laws shall have the same meaning as the same words in the Declaration.

2 - PURPOSES

The purpose or purposes for which the Corporation is organized are:

- 2.1 To engage, without profit to its Members, in such activities as may promote the health, safety, welfare and common good of the residents of the community known as HARTUNG VILLAS, Washington County, Oregon, and in such additional property as may be bought within the jurisdiction of the Corporation in the manner provided in the Declaration.
- 2.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as defined and set forth in the Declaration applicable to the property and recorded in the office of the County Clerk of Washington County, Oregon, as such declaration may be from time to time amended, including, without limitation, the establishment and enforcement of payment of charges or assessments pursuant to the terms of such Declaration. The Association is governed by the Oregon Planned Communities Act – ORS 94.550 through 94.785 – and adopts all authority provide by said act to the Association, its Board of Directors and Officers.
- 2.3 To provide for the maintenance, preservation and operation of the properties, including the streets therein.
- 2.4 To provide, maintain and operate a community building (gate house) and other facilities of benefit to the Members.
- 2.5 To acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease as lessor or lessee, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Corporation.
- 2.6 To provide housing for older persons, 55 and older, consistent with the Fair Housing Act Amendments of 1988.

3 - MEMBERSHIP

- 3.1 Eligibility. Every Owner of one or more Lots within the Property shall, immediately and thereafter during the entire period of that ownership, be a Member of the Association. Membership shall commence by virtue of ownership shall expire automatically upon termination of ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. Membership shall be appurtenant to and may not be separated from the ownership of any Lot made subject to the jurisdiction of the Association.

4 - VOTING RIGHTS

- 4.1 Owner(s) of Lots shall be allocated one vote per Lot. In any case in which two or more persons share the ownership of any Lot, any one or more of such persons voting will represent the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

5 - OFFICES

- 5.1 Principal Office. The principal office of the Association shall be located in Washington County, Oregon.
- 5.2 Registered Office. The registered office of the Corporation required by the Oregon Business Corporation Act to be maintained in the State of Oregon, may be, but need not be identical with the principal office in the State of Oregon, and the address of the registered office may be changed from time to time by the Executive Committee.

6 - MEETINGS OF MEMBERS

- 6.1 Place. The annual meeting of the Members for the election of Officers and all special meetings of Members for that or for any other purpose may be held at such time and place within Washington County, Oregon, as shall be stated in the notice of the meeting.
- 6.2 Date and Time. Unless otherwise approved by the Executive Committee the annual meeting of the Members shall be held on the first Sunday of the month of November in each year.
- 6.3 Time of Notice. Notice of the place, date, and hour of the annual meeting shall be given by e-mail (as provided to the Secretary), mail, postage prepaid, or hand delivered, at the address of the Member as shall appear in the records of the Association or as supplied by the Member to the Association for the purpose of notice. Such notice shall be e-mailed, mailed or delivered not less than seven (7) days nor more than fifty (50) days prior to the date of such meeting. However, notice shall be e-mailed, mailed or delivered to each Member as hereinabove set forth no less than thirty (30) days nor more than fifty (50) days, with respect to any meeting called to consider any of the following matters:
- 6.3.1. Additions to The Properties, when requiring such vote.
 - 6.3.2. Dedication, sale or transfer of any of the Common Area.
 - 6.3.3. Merger or consolidation.
 - 6.3.4. Mortgage of any of the Common Area
 - 6.3.5. Dissolution of the Association.
 - 6.3.6. Levy of special assessments for capital improvements of the Common Area.
- 6.4 Contents of Notice. The notice of the meeting shall specify the place, day and time of the meeting, and in the case of a special meeting, the purpose of the meeting.
- 6.5 Special Meetings. Special meetings of the Members may be called at any time by:
- 6.5.1. A majority vote of the Executive Committee
 - 6.5.2. The Executive Committee, upon written request of Members who are entitled to vote one quarter (1/4) of the votes of the membership.
- 6.6 Quorum. Except as hereafter provided, the presence at any meeting in person or by proxy of Members entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as set forth

above shall be present or be represented. The presence at any meeting in person or by proxy of those Members entitled to cast one-half (50%) of the votes shall constitute a quorum for action on those, matters listed in preceding Section 6.3 requiring not less than thirty (30) days notice,

If the required quorum for any of the matters set forth in this Section requiring one-half (50%) of the votes of the membership shall not be forthcoming at a meeting, another meeting may be called, subject to the notice requirements set forth in this Article, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, but no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 6.7 Proxies. A Member may vote in person or by proxy executed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership.

7 – ELECTION OF OFFICERS

- 7.1 Number. The number of Officers which shall constitute the entire Executive Committee shall be at least three (3). The offices of President, Vice President and Secretary and Treasurer shall constitute the entire Executive Committee excepting the offices of Secretary and Treasurer may be combined. Members of the Executive Committee shall automatically by their election serve as Homeowner Association Board Members..
- 7.2 Term. The Officers shall be elected at the annual meeting on alternate years and the term of office shall be for a period of two (2) years or until their successors are elected and assume office, unless such Officer resigns or is removed.
- 7.3 Vacancies. If any vacancies occur on the Executive Committee by reason of death, resignation, retirement, disqualification or removal from office of any Officer, with or without cause, the remaining Officer(s) then in office, although less than a quorum, may choose a successor until the next annual meeting of the Members or until a successor has been elected and has qualified.
- 7.4 Removal and Vacancies. Any Officer may be removed from office, with or without cause, by a vote called for in a Special Meeting under Section 6.5. A vacancy in any Office may be filled as prescribed in Section 7.3 above. The Officer chosen to fill such vacancy shall serve for the remainder of the term of the Officer he or she replaces.
- 7.5 Compensation. No Officer shall receive compensation for any service he or she may render to the Association as an Officer. However, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties as an Officer, and may receive compensation for service to the Association in other capacities than as an Officer.
- 7.6 Nomination. Nomination for election to the Executive Committee shall be made by a nominating committee appointed by the president and consisting of a chairman, who shall be a Member of the Executive Committee, and two (2) or more Members of the Association. The report of the nominating committee shall be included in the notice of the annual meeting. Nominations may also be made from the floor at the annual meeting.
- 7.7 Election. In any case where the number of nominations exceeds the number of vacancies, election shall be by secret written ballot. At each vacancy, Voters are allowed as many votes as they are entitled to vote by the provisions of the Declarations. The person receiving the largest number of votes shall be elected.

8 – RESPONSIBILITIES OF OFFICERS

- 8.1 President. The president shall be the chairman of the Executive Committee and preside at all meetings of the Members of the Association and of the Executive Committee. The President shall sign for the Association such contracts and other documents as the President may be authorized by the Executive Committee to sign, and shall perform all acts and duties usually performed by a president or as prescribed by the Executive Committee.
- 8.2 Vice-President. The vice-president shall preside and perform the duties of the president in the absence or disability of the president. The Vice President shall also perform such other duties as may be delegated by the Executive Committee.
- 8.3 Secretary/Treasurer. As the Secretary, the Secretary/Treasurer shall keep or cause to be kept a complete record of all meetings of the Association and of the Executive Committee; serve notice of the meetings of the Executive Committee and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; perform such duties as are required to be performed in connection with assessments and the collection and enforcement thereof; maintain all legal records and shall perform such other duties as may be required by the Executive Committee. As the Treasurer, the Secretary/Treasurer shall have the care and custody of the corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Executive Committee. The treasurer shall disburse the funds of the Corporation as may be ordered by the Executive Committee, taking proper vouchers for such disbursements, and shall render to the president and Officers, at the regular meetings of the Executive Committee, or whenever they may require it, an account of all the transactions as treasurer and of the financial condition of the Corporation.

9 - MEETINGS OF THE EXECUTIVE COMMITTEE

- 9.1 Location. The Executive Committee of the Association shall hold its meetings, both regular and special, within the State of Oregon. No payment for the expense of attending meetings shall be made for any meeting held outside of Washington County, Oregon.
- 9.2 Notice. Regular meetings of the Executive Committee may be held without notice at such time and place as shall from time to time be determined by the Executive Committee.
- 9.3 Special Meetings. Special meetings of the Executive Committee may be called by the President on two (2) days' notice to each Officer, either personally or by mail or by e-mail. Special meetings shall be called by the President in like manner and on like notice, on the written request of the two (2) Officers.
- 9.4 Quorum. At all meetings of the Executive Committee, a majority of the Executive Committee shall be necessary to constitute a quorum for the transaction of business, and a vote of the majority of Officers present shall constitute an act of the Executive Committee. If a quorum shall not be made present at any meeting of the Executive Committee, the Officers present may adjourn the meeting from time to time, until a quorum shall be present. Notice of any such adjournment shall be given to the Officers who were not present.
- 9.5 Waiver of Notice. Attendance by an Officer at a meeting shall constitute a waiver of notice thereof.
- 9.6 Action without a Meeting. Officers may take any action without a meeting by obtaining the written approval of all of the Officers to such action. Any action taken in such manner shall have the same effect as though taken at a meeting of the Officers.
- 9.7 Rules. All meetings of the Executive Committee shall be open to the Members. Except as otherwise provided by law, by the Articles of Incorporation or these By-Laws, all meetings of the Members and the Executive Committee shall be governed by Roberts Rules of Order.
- 9.8 Phone Participation. Executive Committee meeting may be attended by phone or video conference so long as speakers provide that participant can hear all deliberations and comments.

10 - POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

10.1 The Association is governed by the Oregon Planned Communities Act – ORS 94.550 through 94.785 – and adopts all authority provide by said act to the Association, it's Board of Directors and Officers. The Executive Committee shall further have the power to:

- 10.1.1.** Adopt and publish Rules and Regulations governing the use of the Common Area and facilities provided by the Association, and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof.
- 10.1.2.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws or the Declaration.
- 10.1.3.** Declare the office of a member of the Executive Committee to be vacant in the event such member shall be absent without excuse from two (2) consecutive regular meetings of the Executive Committee.
- 10.1.4.** Employ a manager and other employees, prescribe their duties and fix their compensation.
- 10.1.5.** Appoint and/or remove Committee members under Section 10.

10.2 It shall be the duty of the Executive Committee to:

- 10.2.1.** Cause to be kept a complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the Members a report reviewing the business and affairs of the Association for the year.
- 10.2.2.** As more fully provided in the Declaration, to fix the amount and time of payment of periodic and special assessments against each Lot, to give the owner(s) subject to any special assessment written notice thereof at least thirty (30) days prior to the due date thereof, to give the owner(s) subject thereto written notice of the amount and due date of any regular periodic assessments, provided that if regular periodic assessments are fixed on a monthly basis, then notice of the amount thereof shall be given only in the event of a change in such regular amount.
- 10.2.3.** Cause to be prepared, a roster of property subject to assessment, with assessments applicable to each property, and to keep such roster in the Association office subject to inspection by any Owner.

- 10.2.4. Procure and maintain adequate liability and hazard insurance on the property owned, leased or otherwise used by the Association.
 - 10.2.5. Cause all Officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association.
 - 10.2.6. Cause the Common Area to be maintained.
- 10.3 Budget and Assessment. The Executive Committee, at least thirty (30) days prior to the Association's annual meeting, shall prepare a budget covering the estimated cost of operating the Association during the coming year. The Executive Committee shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least twenty-one (21) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a majority of the votes cast. In the event the membership disapproves the proposed budget for the succeeding year, and until such time as the budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.
- 10.4 Financial statement. Within ninety (90) days after the end of the Fiscal Year, The Executive Committee shall distribute to each Member a copy of the annual financial statements consisting of a balance sheet and an income and expense statement for the preceding Fiscal Year.
- 10.5 Audit. An audit of the Association's financial statements and records may be made at any time upon order of the Executive Committee or upon a majority vote of Members at any regular or special meeting.
- 10.6 Fines. The Executive Committee may assess fines for any violation of the Declaration of Covenants, Conditions and Restrictions and the adopted rules of the Association in an amount not to exceed \$1,000.00 for each violation. Written notice that the Executive Committee will consider the imposition of fines shall be given to the Member by mail at least seven (7) days prior to the Executive Committee Meeting at which the fine will be considered. Notice of imposition of the fine shall be mailed forthwith to the Member. The fine will become final unless within ten (10) days after mailing, the Member requests a review by the Executive Committee. The Executive Committee shall mail notice of the time and place of the review to the Member at least seven (7) days prior to the review date. The Executive Committee may withhold approval of plans and specifications for any Lot with respect to which any assessment or fine is unpaid.

11 - STANDING COMMITTEES

- 11.1. Architectural Review Committee. The Executive Committee shall appoint an Architectural Review Committee consisting of not less than three persons, which Committee may act for the Executive Committee to the extent set forth in the Declaration.
- 11.2. Landscape Committee. The Executive Committee shall appoint a Landscape Committee consisting of not less than three persons, which Committee may act for the Executive Committee to the extent set forth in the Declaration.
- 11.3. Other Committees. The Executive Committee shall create and appoint such other committees as it, in its discretion, deems necessary to assist in the operation of the affairs of the Association, which may include, without limitation, a Recreation Committee, a Maintenance Committee and an Audit Committee. Members of such other committees shall be Members of the Association, but need not be Members of the Executive Committee.

12 - DISSOLUTION

- 12.1. Distribution of Assets. Upon dissolution of the Corporation, the assets, both real and personal, of the Corporation shall be dedicated to an appropriate municipal Corporation or other public agency, to be devoted to purposes as nearly as practicable as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes and uses to which they were required to be devoted by the Corporation.

13 - GENERAL PROVISIONS

- 13.1. Inspection by Members. The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Members at the office of the Association.
- 13.2. Execution of Corporate Documents. All deeds, bonds, mortgages, contracts and other instruments requiring a seal may be signed in the name of the corporation by the president or by any Officer authorized to sign such instrument by the Executive Committee.
- 13.3. Checks and Other Evidences of Indebtedness. All checks or demands for money and notes or other instruments evidencing indebtedness of obligations of the Corporation shall be signed by such Officer or Officers of such other person or persons as the Executive Committee may from time to time designate.

- 13.4. Indemnification. The Association shall indemnify every Officer and committee member against any and all expenses, including attorney fees, reasonably incurred by, or imposed upon, any Officer in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Executive Committee) to which he or she may be a party by reason of being or having been an Officer. The Officers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer free and harmless against any and all liability to others on account of any' such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, or former Officer, may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officers' liability insurance to fund this obligation.

14 - AMENDMENTS

- 14.1 These By-Laws may be amended at a regular or special meeting of the Members, provided that such amendment shall have the majority assent (51% or greater) of the eligible votes of the Members who are voting in person or by proxy at such meeting, and that notice of the amendments had been included in the notice of the meeting. These By-Laws may be also be amended at a regular or special meeting of the Executive Committee. In the case of any conflict between such Declaration and these By-Laws, the provisions of the Declaration shall control. (Amended By-Laws must be recorded, with resolution, and signatures notarized.)