

DEC 23 1986

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LUT-B

RESTRICTIVE COVENANT WAIVING RIGHT
OF REMONSTRANCE FOR STREET IMPROVEMENT

(Individual)

86060007

We, the undersigned, being the legal owners of real property hereinafter described, do hereby consent to the improvement of ** pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement. In consideration of approval of land use action 84-137-S

and of not being required to improve the said road at this time, we hereby expressly waive any and all right to remonstrance against the improvement of such streets in accordance with the County Street Improvement Standards in effect at the time of the improvement, by Washington County pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement and the said assessment of such costs thereof against said property.

This consent, and waiver to remonstrate, shall expire twenty years from the date hereof but the undersigned owners or their heirs, successors or assigns shall renew this covenant and extend same for an additional twenty years upon request of Washington County.

The property subject to this consent and waiver of remonstrance is described as Map # _____ Tax Lot # _____ and is more particularly described as follows, to-wit:

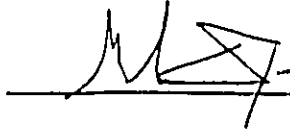
(LEGAL DESCRIPTION ATTACHED)

** HW 143rd, HW Thompson Road to County ST-5 standard, including sidewalk

It is hereby intended that this consent to, and waiver of right of remonstrance against, the said street improvements by Washington County pursuant to Washington County Ordinance regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement shall be binding on ourselves and all subsequent owners of the hereinabove described property and shall run with title to the said property.

Dated this 17th day of DECEMBER, 1986.

EDWARD J. STRANDBERG PSY



ATTORNEY IN FACT

FORM No. 159-AKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

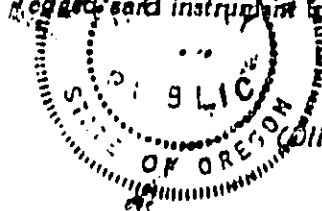
County of Washington

} ss.

On this the 17th day of December, 19 86 personally appeared Glenn C. Jay

who, being duly sworn (or affirmed), did say that he is the attorney in fact for Edward J. Strandberg

and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



(Official Seal)

Before me:

Colleen J. Mohr
(Signature)

Commission expires 9/11/89
(Title of Officer)

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THIS DECLARATION, made on the date hereinafter set forth by the undersigned, EDWARD J. STRANDBERG, hereinafter referred to as the "Declarant";

WHEREAS, Declarant is the owner of certain real property situate in Washington County, Oregon, more particularly described as follows, to-wit:

A tract of land that bears N. 10°31'15" W. 2,155.97 feet from the West northwest corner of the J.A. Flippin D.L.C. No. 55 located in the southwest 1/4 of Section 28, Township 1 North, Range 1 West, Willamette Meridian, thence from the Point of Beginning. S. 89°35'13" E. 391.76 feet; thence S. 51°12'57" W. 813.05 feet; thence 305.33 feet along the arc of a 900.00 foot radius curve to the right through a central angle of 19°26'16" (the long cord bears S. 60°56'05" W. 303.86 feet) to a point on the centerline of N.W. Thompson Road (C.R. No. 1202); thence along said centerline N. 0°26'53" W. 455.81 feet to a 3/4 inch iron pipe; thence 324.30 feet along the arc of a 204.50 foot radius curve to the right through a central angle of 90°51'37" to a 3/4 inch iron pipe (the long cord bears N. 44°58'14" E. 291.37 feet); thence S. 89°35'13" E. 305.28 to the point of beginning. Containing 7.2135 acres.

STATE OF OREGON
County of Washington

} SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk

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86061217

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HARTUNG VILLAS

TO THE PUBLIC

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, EDWARD J. STRANDBERG, hereinafter referred to as the "Declarant";

WHEREAS, Declarant is the owner of certain real property situate in Washington County, Oregon, more particularly described as follows, to-wit:

A tract of land that bears N. 10°31'15" W. 2,155.97 feet from the West northwest corner of the J.A. Flippin D.L.C. No. 55 located in the northwest 1/4 of Section 28, Township 1 North, Range 1 West, Willamette Meridian, thence from the Point of Beginning. S. 89°35'13" E. 391.76 feet; thence S. 51°12'57" W. 813.05 feet; thence 305.33 feet along the arc of a 900.00 foot radius curve to the right through a central angle of 19°26'16" (the long cord bears S. 60°56'05" W. 303.86 feet) to a point on the centerline of N.W. Thompson Road (C.R. No. 1202); thence along said centerline N. 0°26'53" W. 455.81 feet to a 3/4 inch iron pipe; thence 324.30 feet along the arc of a 204.50 foot radius curve to the right through a central angle of 90°51'37" to a 3/4 inch iron pipe (the long cord bears N. 44°58'14" E. 291.37 feet); thence S. 89°35'13" E. 305.28 to the point of beginning. Containing 7.2135 acres.

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said property and its present and subsequent owners, as hereinafter specified, and will convey said property subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, conditions, restrictions and reservations shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest in said property, and all persons claiming under them, and shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

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ARTICLE I

DEFINITIONS

Whenever used in the Declaration, the following terms shall have the following meanings:

1. "Association" shall mean HARTUNG VILLAS ASSOCIATION, a non-profit corporation organized under the laws of the state of Oregon, its successors and assigns.

2. "Property" shall mean and refer to that certain real property hereinbelow described.

3. "Common area" shall mean all property intended for the common use and enjoyment of the members of the Association, including streets, open areas, and all other property in recorded subdivision maps not falling within the definitions of "lot", as marked and shown on recorded subdivision maps of said property, and all real property similarly intended or marked on recorded declarations of additional property brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, used or intended for use as a single-family residence property, and excluding any common area.

5. "Dwelling" shall mean and refer to any single-family residence constructed upon a lot, but shall not include the eaves, garage, porches or steps of such residence.

6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

7. "Owner" shall mean and refer to the record owner (including contract purchaser), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of any obligation.

8. "Declarant" shall mean and refer to the undersigned, Edward J. Strandberg, his heirs, successors and assigns, if such heirs, successors or assigns should acquire more than three underdeveloped lot or building site from the Declarant for the purpose of development.

ARTICLE II

ANNEXATIONS OF ADDITIONAL PROPERTIES

No additional properties are to be annexed to said property.

ARTICLE III

MEMBERSHIP

Every person or entity who is record owner (including contract purchasers and excluding contract sellers) of a fee or undivided interest in a lot located upon any part of said property shall, by virtue of such ownership, be a member of the Association. The foregoing is not intended to include persons or entities who hold a lien. Membership shall be appurtenant to and may not be separated from ownership of any lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV

VOTING RIGHTS

1. The Association shall have two classes of voting membership.

Class A. Class A members shall have all those owners as defined in ARTICLE III, with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, or if unable to agree, they must cast fractional votes proportionate to their ownership interests, but in no event shall more than one Class A vote be cast with respect to any one lot. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendee.

Class B. The Class B member(s) shall be the Declarant, his heirs, successors and assigns. Class B member(s) shall be entitled to five (5) votes for each lot in which they hold the interest required for membership by ARTICLE III.

Class B membership shall be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) On a date ten (10) years from the date

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of the filing of the duly recorded plat of HARTUNG VILLAS; or (b) When in his discretion, the Declarant so decides.

ARTICLE V

PROPERTY RIGHTS

1. Members' easement of enjoyment. Every member of the Association shall have a right of ingress and egress over and upon all streets, and shall have a right and easement of enjoyment in and to the open area designated on recorded subdivision maps of the property, subject, however, to the following provisions:

(a) The Association shall require guests of members of the Association to be accompanied by members of the Association in the use of the Common Areas;

(b) The right of the Association to charge and levy a monthly assessment against each lot for the purpose of maintaining the Common Areas, including, but not limited to, streets, sidewalks, lighting, security gates gate house, masonry walls, trees, and shrubs, and for the payment of real and personal property taxes thereon, and to generally accomplish the purpose of the Association, including all maintenance required of the Association by this Declaration;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage the Common Areas facilities for such purpose; provided, however, that all mortgages upon any part of the Common Areas are subject to and subordinate to the prior right of the members in and to said Common Areas and to the use of the facilities;

(d) The right of the Association to suspend any member's voting rights and/or right to use any of the Common Areas owned by the Association, for any period during which any assessment against said member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded in the appropriate records of Washington County, Oregon, agreeing to such dedication or transfer, and unless written notice of the proposed action is

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sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

(f) The right of the Directors of the Association, from time to time, to promulgate reasonable rules and regulations governing infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property.

2. Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right of enjoyment of the Common Areas and facilities to the members of his family or his tenants, provided they reside on the property.

3. Title to the Common Areas. Declarant hereby covenants for himself, his heirs, successors and assigns, that he will landscape the Common Areas, and that he will dedicate and convey all of said facilities and areas to the use of the members and the supervision and control of the Association, and that Declarant will similarly dedicate and convey all Common Areas within such property as may be annexed and subjected to the jurisdiction of the Association.

4. Walls and Easements.

(a) The Declarant shall construct walls for the purpose of separating each dwelling. 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.

(b) 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 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.

(c) The walls shall be maintained by the Association and the Association is granted an easement across and to

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each lot in order to allow the Association to carry out its maintenance responsibility in a reasonable manner. The Association's responsibility for maintenance shall not relieve any lot owners or other persons of any liability they may have for damage to the walls.

5. Declarant Uses. Declarant reserves the right to maintain models and offices within the property. Declarant further reserves the right to maintain signs on the property of a reasonable size as may comply with applicable government regulation. This provision may not be amended without Declarant's consent.

6. Mortgage Provisions. The following provisions apply to the Properties, and none may be amended without the consent of at least two-thirds (2/3) of the first mortgages:

(a) Consent of Owners Required. Unless all institutional holders of mortgages have given their prior approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer any common property owned, directly or indirectly, by the Association, for the benefit of the members; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an owner;

(3) by act or omission change, waive, or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of the dwellings, and the maintenance of the Common Areas;

(4) use hazard insurance proceeds for losses to any common property for other than the repair, replacement, or reconstruction of such common property.

(b) Payment of Taxes. First mortgagees of dwellings may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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(c) No Priority. No provision of this Declaration of the By-Laws gives or shall be construed as giving any owner, or any other party, priority over any rights of the first mortgagee of a unit pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of common property.

(d) Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot, in which such mortgagee has an interest, of any obligation under the covenant or By-laws of the Association which is not cured within sixty (60) days.

ARTICLE VI

MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property, and each owner of any lot, that by acceptance of deed or contract of purchase, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, such owner is deemed to covenant and agree to pay to the Association: (1) Regular monthly assessments or charges; (2) Special assessments for capital improvements, such assessments, to be fixed, established and collected from time to time as hereinafter provided; (3) Fines imposed for violations of the Covenants, Conditions and Restrictions, or the Association's Rules; and (4) Costs incurred by the Association as provided in Section 3. The assessments, costs and fines together with such interest, attorney's fees, and costs of collection, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such property at the time such assessments was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in said property, services and facilities devoted to this purpose, and to pay all real and personal property taxes due related to the Common Areas, if any.

3. Special Maintenance and Assessments. If any owner or contract purchaser of any lot shall fail to keep and maintain properly the exterior of his dwelling, or other permitted improve-

ments or the grounds in connection with the same, then the Association, after giving said owner reasonable written notice, may enter upon said property and perform said maintenance and assess the reasonable cost thereof to said owner or contract purchaser; such assessments shall be added to the regular assessments and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance shall be arbitrated by an arbitrator to be mutually agreed, or if there is no agreement on an arbitrator within thirty (30) days of the request for arbitration, then an arbitrator as appointed by the Circuit Court of the State of Oregon for Washington County or other court of appropriate jurisdiction. The cost of the arbitration and the attorney's fees of the prevailing party shall be assessed against the non-prevailing party. The request for arbitration must be made within thirty (30) days of the notice of assessment.

4. Rate and Collection. Regular assessments must be assessed at a uniform rate for all lots. Regular assessments may be collected on an annual, quarterly or monthly basis, in the discretion of the Directors. The provisions of this paragraph do not apply to paragraph 3 above.

5. Date of Commencement of Assessments; Due Dates. All lots shall be subject to the monthly assessments provided for herein on the first day of the month following the date on which the Common Areas are available for use by the members.

6. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any reasonable time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment.

7. Effect of Nonpayment of Assessment; Remedies of Association. Any assessments which are not paid when due shall

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be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum and, if the assessment is payable in installments, the Board may declare the whole balance due. The secretary of the said Association may file in the office of the Directors of Records, County Clerk, or appropriate recorder of conveyance of Washington County, State of Oregon, a statement of the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any lot on said property, and a reasonable fee for the preparation of the lien documents, as set by the Directors, may be added to the balance owing. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot with respect to which it is fixed, from the date the notice of delinquency is filed in the office of said Director of Records or County Clerk or other appropriate recording officer, until the same has been paid or released. Upon payment in full, the Association shall execute and file a proper release of the lien. Such lien may be enforced by the Association in a manner provided by law with respect to liens upon real property. The owner of a lot at the time the assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Association for processing and enforcing such liens, all of which expenses, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such owner at the time such assessment is incurred, shall also be liable for any deficiency remaining unpaid after foreclosure sale. No owner may waiver or otherwise avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be inferior, junior and subordinate to the lien of all first mortgages and first trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any lot shall not affect the assessment lien. A foreclosure sale or transfer in lieu thereof shall not relieve such lot from liability for, or lien, of any assessments becoming due after such sale or transfer.

9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas, and (c) all other properties owned by the Association.

ARTICLE VII

USE RESTRICTIONS

The following restrictions shall be applicable to the real property first hereinabove described and more particularly described on the duly recorded subdivision map of HARTUNG VILLAS and shall be used for the benefit of and limitations upon all present and future owners of said property or of any interest therein:

1. No sign of any kind shall be displayed to public view, except one sign no larger than six inches by twenty-four inches indicating the name and address of the occupant, and a "for sale" sign of a size and type approved by the architectural committee.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except (a) dogs, cats, or other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. Also, no owner shall keep more than a total of two permitted pets, and no pet shall be allowed to run free on public thoroughfares or Common Areas.

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container concealed from public view, or no garbage, trash or other waste shall be burned or incinerated on said property.

4. No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No vacation trailers, camper trucks, tent or other out building shall at any time be used as a residence, temporarily or permanently, on any part of said property.

6. Parking of boats, vacation trailers, truck-campers and like equipment shall not be allowed on any part of said property, nor upon any part of the Common Areas.

7. It shall be the obligation of each owner of any lot to keep and maintain the same and the improvements now or hereafter located thereon, in good condition and repair.

8. No owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Areas.

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9. No fence or wall shall be constructed upon any lot except for fences or walls provided by the Declarant. Privacy fences to enclose patios, swimming pools and the like of such heights, style, color and location are permitted as may be approved by the Architectural Committee.

10. No equipment, tools or other personal property shall be stored in any manner as so to be seen from any adjacent property.

11. All of a lot which is not occupied by a dwelling or other permitted improvements, shall be landscaped with lawn, shrubbery, trees or other suitable ground cover, and such fixtures, patios, footpaths or other improvements or vegetation which shall be generally compatible with other properties.

12. Lawns, shrubbery and other landscaping shall be maintained in good condition at all times by the owner.

13. No commercial trade or activity of whatsoever name or nature shall be carried out upon any of the property unless approved by the Association.

14. 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, except a single dwelling occupying two lots is not limited by the center property line restriction.

15. No dwelling shall cover more than forty five (45%) percent of the total area of the lot.

16. No outside television or radio antennas shall be permitted upon the properties.

17. Exterior windows of dwellings shall be of wood frame type. Window locations must be approved by the Architectural Committee.

18. All chimneys are to be brick or stone.

19. Wood, when used as siding, is to be 'clear' grade.

20. Windows are not allowed on the westerly side of the dwelling if the window faces the side yard of another lot except lots 1 and 7 may have westerly windows.

21. Mail collection structures will be provided. No other locations or structures are permitted.

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22. No person under the age of eighteen (18) year is allowed to occupy any residence except as a temporary guest.

23. 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.

24. All garbage and trash must be kept in covered contains and stored in the area provided on each lot.

25. Tar and/or gravel roofs are prohibited except as approved by the Architectural Committee.

26. Individual driveways leading to homes from Association roads are the responsibility of the individual owners. Materials utilized in driveways and the course traversed by the driveway with respect to location within the site are subject to approval. Materials and textures are to match existing common area sidewalks.

27. Wells and other independent water systems are prohibited.

28. A storm sewer has been provided for each lot, and connection to it for sump pumps, gutters, exterior drains, or rain water of any kind is required.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing by nature, kind, shape, height, materials, location and color of the same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee of the Association. In the event said committee fails to approve or disapprove of design, location and color within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. The provisions of this article shall not apply to initial new construction by the Declarant or those acting for him. Upon any disapproval, an aggrieved owner may submit the dispute to arbitration in accordance with the rules of the American Arbitration Association then pertaining, and the expense of such arbitration shall be borne by such owner.

ARTICLE IX

GENERAL PROVISIONS

1. Enforcement. The Association, or any owner, or the owner of any recorded mortgage or trust deed upon any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration, and to recover damages for violation thereof. Failure by the Association, or by any owner, to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded after which time said Covenants shall be automatically extended for successor periods of ten (10) years. Any of the Covenants and Restrictions of this Declaration may be amended during the first twenty-five (25) year period by the instrument signed by members entitled to cast not less than ninety (90%) percent of the votes of each class of membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the votes of each class. All such amendments must be recorded in the appropriate Deed Records of Washington County, Oregon, to be effective.

4. No Rights of Reversion. Nothing herein contained or contained in any form of deed which may be used by Declarant, or their heirs, successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association, any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

5. Maintenance and Repair. The Association shall cause all of said property now or hereafter owned by it, together with any improvements now or hereafter owned by it, to be kept and maintained in good order and repair. Any of said improvements owned by the Association which are damaged or destroyed shall be promptly replaced unless persons entitled to exercise ninety (90%) percent of the voting power of the Association at a special meeting duly called for such purpose, affirmatively vote

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DEC 30 1986

in person or by proxy not to cause such damaged or destroyed improvements to be replaced, in which event such property shall, nevertheless, be restored to a reasonably neat and well kept appearance.

6. Assignment. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized, and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

IN WITNESS WHEREOF, Declarant has hereunto set his hand this 29 day of December, 1986.

Declarant:

EDWARD J. STRANDBERG BY

[Signature] ATTORNEY-IN-FACT

Edward J. Strandberg

DOROTHEA R. STRANDBERG BY

[Signature] ATTORNEY-IN-FACT

Dorothea R. Strandberg

STATE OF OREGON,)

1006

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Washington

} ss.

On this the 29 day of December, 19 86 personally appeared
Glenn C. Jay

who, being duly sworn (or affirmed), did say that he is the attorney in fact for Edward J. Strandberg and Dorothea R. Strandberg and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

[Signature]

Notary Public for Oregon
My commission expires 2-21-87
(Title of Officer)

(Official Seal)

14 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

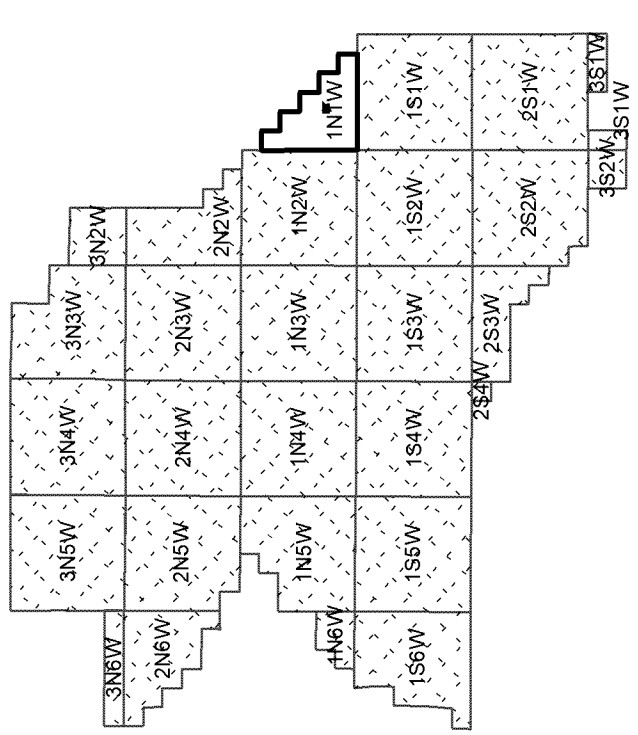
14

STATE OF OREGON }
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk

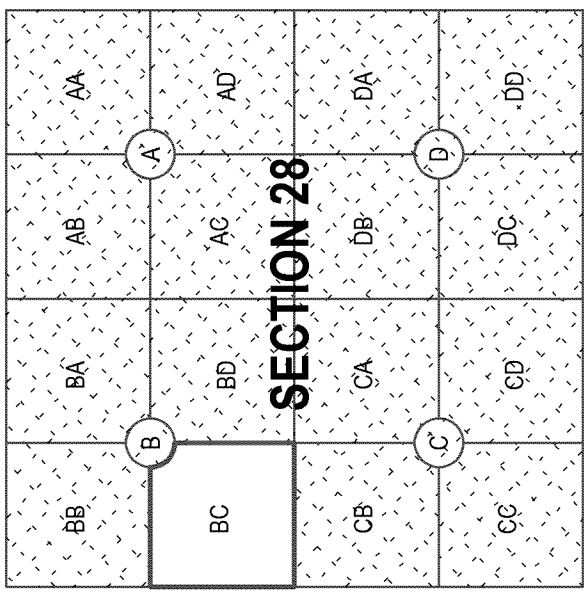
1986 DEC 30 AM 11:24



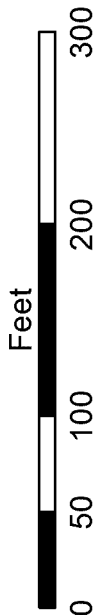
WASHINGTON COUNTY OREGON
SW 1/4 NW 1/4 SECTION 28 T1N R1W W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	31	6
1	6	5	4	3	2	1	6	
12	7	8	9	10	11	12	7	
13	18	17	16	15	14	13	18	
24	19	20	21	22	23	24	19	
25	30	29	28	27	26	25	30	
36	31	32	33	34	35	36	31	
1	6	5	4	3	2	1	6	

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

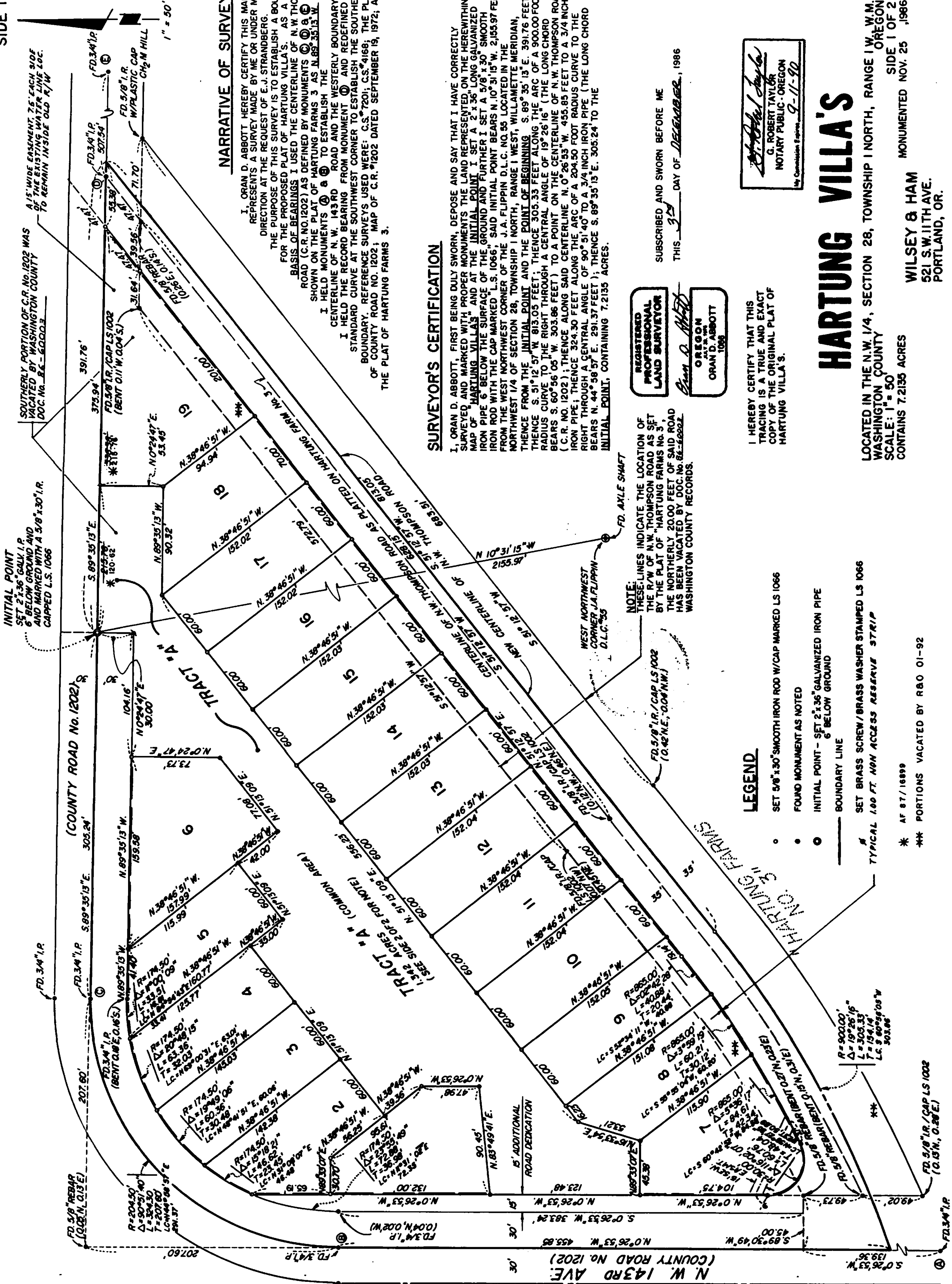


Cancelled Taxlots For: 1N128BC
700.100,101.700.8000.8100.8500.



PLOT DATE: 6/7/2019
Rotation: 0
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern
are for reference only and may not indicate the true boundary of the property.
Please consult the appropriate map for the most current information.



NARRATIVE OF SURVEY

I, ORAN D. ABBOTT, HEREBY CERTIFY THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF E.J. STRANDBERG. FOR THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A BOUNDARY FOR THE PROPOSED PLAT OF HARTUNG VILLA'S. AS A BASIS OF BEARINGS I USED THE CENTERLINE OF N.W. THOMPSON ROAD (C.R. NO. 1202) AS DEFINED BY MONUMENTS ①, ②, ③, ④ AND ⑤ SHOWN ON THE PLAT OF HARTUNG FARMS 3 AS N. 89° 35' 13" E. 305.24' TO ESTABLISH THE CENTERLINE OF N.W. 143RD ROAD AND THE WESTERLY BOUNDARY. I HELD THE RECORD BEARING FROM MONUMENT ① AND REDEFINED A STANDARD CURVE AT THE SOUTHWEST CORNER TO ESTABLISH THE SOUTHERLY BOUNDARY. REFERENCE SURVEYS USED WERE: C.S. #7201, C.S. #4168; THE PLAT OF COUNTY ROAD NO. 1202; MAP OF C.R. #1202 DATED SEPTEMBER 19, 1972; AND THE PLAT OF HARTUNG FARMS 3.

SURVEYOR'S CERTIFICATION

I, ORAN D. ABBOTT, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE HERewithIN MAP OF HARTUNG VILLA'S. AND AT THE INITIAL POINT I SET A 2" x 36" LONG GALVANIZED IRON PIPE 6" BELOW THE SURFACE OF THE GROUND AND FURTHER I SET A 5/8" x 30" SMOOTH IRON ROD WITH THE CAP MARKED "L.S. 1066", SAID INITIAL POINT BEARS N. 10° 31' 15" W. 2155.97' FEET FROM THE WEST NORTHWEST CORNER OF THE J.A. FLIPPIN D.L.C. NO. 55 LOCATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, THENCE FROM THE INITIAL POINT AND THE POINT OF BEGINNING S. 89° 35' 13" E. 391.76' FEET; THENCE S. 51° 12' 57" W. 813.05' FEET; THENCE 305.33' FEET ALONG THE ARC OF A 900.00' FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 26' 16" (THE LONG CHORD BEARS S. 60° 56' 05" W. 303.86' FEET) TO A POINT ON THE CENTERLINE OF N.W. THOMPSON ROAD (C.R. NO. 1202); THENCE ALONG SAID CENTERLINE N. 0° 26' 53" W. 455.85' FEET TO A 3/4" INCH IRON PIPE; THENCE 324.30' FEET ALONG THE ARC OF A 204.50' FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 51' 40" TO A 3/4" INCH IRON PIPE (THE LONG CHORD BEARS N. 44° 58' 57" E. 291.37' FEET); THENCE S. 89° 35' 13" E. 305.24' TO THE INITIAL POINT, CONTAINING 7.2135 ACRES.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

ORAN D. ABBOTT
JUL 22, 1988
1098

SUBSCRIBED AND SWORN BEFORE ME
THIS 3RD DAY OF DECEMBER, 1986

I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF HARTUNG VILLA'S.

G. ROBERT TAYLOR
NOTARY PUBLIC - OREGON
My Commission Expires 9-11-90

LEGEND

- SET 5/8" x 30" SMOOTH IRON ROD W/CAP MARKED LS 1066
- FOUND MONUMENT AS NOTED
- INITIAL POINT - SET 2" x 36" GALVANIZED IRON PIPE 6" BELOW GROUND
- BOUNDARY LINE
- SET BRASS SCREW / BRASS WASHER STAMPED LS 1066
- TYPICAL 100 FT. NON ACCESS RESERVE STRIP

* AT 87/16899
** PORTIONS VACATED BY RBO 01-92

HARTUNG VILLA'S

LOCATED IN THE N.W. 1/4, SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 W. W.M. WASHINGTON COUNTY OREGON
SCALE: 1" = 50'
CONTAINS 7.2135 ACRES

WILSEY & HAM
521 S.W. 11TH AVE.
PORTLAND, OR.

MONUMENTED NOV. 25, 1986

HARTUNG VILLA'S

LOCATED IN THE N.W. 1/4, SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 W., W.M.
WASHINGTON COUNTY OREGON
SCALE: 1"=50'
CONTAINS 7.2135 ACRES

WILSEY & HAM
521 S.W. 11TH AVE.
PORTLAND, OR.

MONUMENTED NOV. 25, 1986

SIDE 2 OF 2

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT EDWARD J. STRANDBERG, & DOROTHEA R. STRANDBERG, HUSBAND & WIFE DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "HARTUNG VILLA'S" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN ON SAID MAP AND ALL STREETS AND EASEMENTS OF THE WIDTH THEREIN SET FORTH AND DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLICWAYS FOREVER ALL STREETS SHOWN ON SAID MAP.

EDWARD J. STRANDBERG

BY: [Signature]
GLENN JAY
POWER OF ATTORNEY
DOC. NO. 86054637

DOROTHEA R. STRANDBERG

BY: [Signature]
GLENN JAY
POWER OF ATTORNEY
DOC. NO. 86059735

ACKNOWLEDGEMENT

STATE OF OREGON } S.S.
COUNTY OF WASHINGTON }

THIS CERTIFIES THAT: ON THIS 2ND DAY OF DECEMBER, 1986, BEFORE ME
APPEARED GLENN C. JAY, ATTORNEY IN FACT, TO ME PERSONALLY KNOWN AND WHO BEING
DULY SWORN DID SAY THAT HE GLENN C. JAY, HAS SIGNED THIS INSTRUMENT ON BEHALF OF *
ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.

*EDWARD J. STRANDBERG AND DOROTHEA R. STRANDBERG, HUSBAND & WIFE,

[Signature]
G. ROBERT TAYLOR
NOTARY PUBLIC - OREGON
My Commission Expires 9-11-90

SUBSCRIBED AND SWORN BEFORE ME
THIS 2ND DAY OF DECEMBER 1986

NOTE FOR COMMON AREA

WHAT — TRACT 'A' IS A COMMON AREA FOR "HARTUNG VILLA'S".
OWNER — SHALL BE HARTUNG VILLA'S ASSOCIATION. FEE NO. 86061217
PURPOSE — THE COMMON USE & ENJOYMENT OF THE ASSOCIATION INCLUDES
ROADS, LANDSCAPING & UTILITIES.
MAINTENANCE — WILL BE BY THE HARTUNG VILLA'S ASSOCIATION. FEE NO. 86061217

I HEREBY CERTIFY THAT THIS
TRACING IS A TRUE AND EXACT
COPY OF THE ORIGINAL PLAT
OF "HARTUNG VILLA'S".

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 24, 1985
ORAN D. ABBOTT
1068

[Signature]
G. ROBERT TAYLOR
NOTARY PUBLIC - OREGON
My Commission Expires 9-11-90

APPROVALS

APPROVED THIS 24 DAY OF December, 1986
DIRECTOR OF LAND USE AND TRANSPORTATION

BY: [Signature]

APPROVED THIS 29th DAY OF Dec, 1986
WASHINGTON COUNTY SURVEYOR

BY: [Signature]

APPROVED THIS 29 DAY OF Dec, 1986
WASHINGTON COUNTY DEPT. OF PUBLIC HEALTH

BY: [Signature]

APPROVED THIS 30th DAY OF DECEMBER, 1986
DIRECTOR OF ASSESSEMENT AND TAXATION
WASHINGTON COUNTY (COUNTY ASSESSOR)

BY: [Signature]

APPROVED THIS 30th DAY OF December, 1986
BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY

BY: [Signature]

BY: [Signature]

BY: [Signature]

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT
WAS RECEIVED FOR RECORD ON THE 30th DAY
OF December, 1986 AT 11:24 O'CLOCK A.M.,
AND RECORDED ON PAGE 1314 IN BOOK 63 OF
RECORDS OF PLATS OF SAID COUNTY.

DIRECTOR OF ASSESSMENTS AND TAXATION
EX-OFFICIO COUNTY CLERK

BY: [Signature] DEPUTY

STATE OF OREGON)
COUNTY OF WASHINGTON) ss

I DO HEREBY CERTIFY THAT I HAVE COMPARED THE WITHIN PLAT WITH
THE ORIGINAL THEREOF, THAT THE SAME IS A FULL, TRUE, AND CORRECT
COPY THEREFROM AND THE WHOLE THEREOF, AS THE SAME
APPEARS OF RECORD IN PLAT BOOK 63, PAGE 1314 THEREOF.

DIRECTOR OF ASSESSEMENT AND TAXATION
EX-OFFICIO COUNTY CLERK

BY: [Signature] DEPUTY

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Land Use and Transportation (CPO 1)
Agenda Title: ESTABLISHMENT OF A PORTION OF NW THOMPSON ROAD
Presented by: Michael A. Borresen, County Engineer

SUMMARY (Attach Supporting Documents if Necessary)

The road in the subdivision of HARTUNG FARMS 3 has been dedicated to the public and is currently open for travel.
A Resolution and Order has been prepared establishing the road contained in this subdivision as a County Road.

- Attachments: 1. Resolution and Order
2. Map

DEPARTMENT'S REQUESTED ACTION:

Approve the attached Resolution and Order establishing the road in HARTUNG FARMS 3, and excluding that portion of said road vacated in Document No. 86060003, as County Road No. 3119.

MAB:KB:JE:SY:cl
S:\ENG\WP\SHA\REN\Colleen\agendas\COUNTYROADS\CR3119.doc
6/19/01

COUNTY ADMINISTRATOR'S RECOMMENDATION:

I concur with the department's requested action.

Agenda Item No.	1.i.
Date:	8/7/01

RO 01-92

IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

In the Matter of Establishing County)
Road No. 3119, the Road in HARTUNG)
FARMS 3, a Subdivision in the Northwest)
One-quarter of Section 28, T1N, R1W,)
Willamette Meridian.)
NO. 01-92
C.R. NO. 3119

This matter having come on regularly before the Board at its meeting of August 7, 2001; and

It appearing to the Board that pursuant to ORS 368.016(2)(C), this is the time and place that the Board may establish the following as a County Road:

“The road dedicated and shown on the duly recorded plat of HARTUNG FARMS 3, excluding that 15.00 foot street dedication along NW 143rd Avenue (CR 1175) and excluding that portion of said road vacated in Vacation No. 260, recorded as Document No. 86060003 in the Washington County Book of Records (NW Thompson Road)”

;and

It appearing to the Board that on the 19th day of December, 1978, a map and plat of HARTUNG FARMS 3, a subdivision of record in the unincorporated area of Washington County, Oregon, was presented to this Board and the road marked thereon was offered for dedication to the public; and

It appearing to the Board that said map and plat were accepted and approved by the Board on the 19th day of December, 1978, and also by the following County officer or bodies: Department of Land Use and Transportation, County Surveyor and County Assessor; and that on the 20th day of December, 1978, the same was filed and recorded with the County Clerk, thereby dedicating to the public the road described therein; and

It appearing to the Board that the road as designated in the aforesaid plat, is dedicated thereby, as hereinabove described; and

It appearing to the Board that the road has been constructed and is currently open for travel; and

It appearing to the Board that all the files and records in this matter were submitted to the Director of Land Use and Transportation for the Director's inspection and were thereafter approved by the Director; now, therefore, it is hereby

RESOLVED AND ORDERED that the aforesaid road is expressly accepted and established as a County Road of Washington County, Oregon and hereafter designated as County Road No. 3119; and it is further

RESOLVED AND ORDERED that this order be entered in the Journal of this Board; and it is further

RESOLVED AND ORDERED that the County Surveyor for Washington County is hereby directed to memorialize this act on the plats and records of Washington County, Oregon.

DATED this 7th day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

	AYE	NAY	ABSENT
BRIAN	✓	—	—
SCHOUTEN	✓	—	—
LEEFER	✓	—	—
ROGERS	✓	—	—
DUYCK	✓	—	—

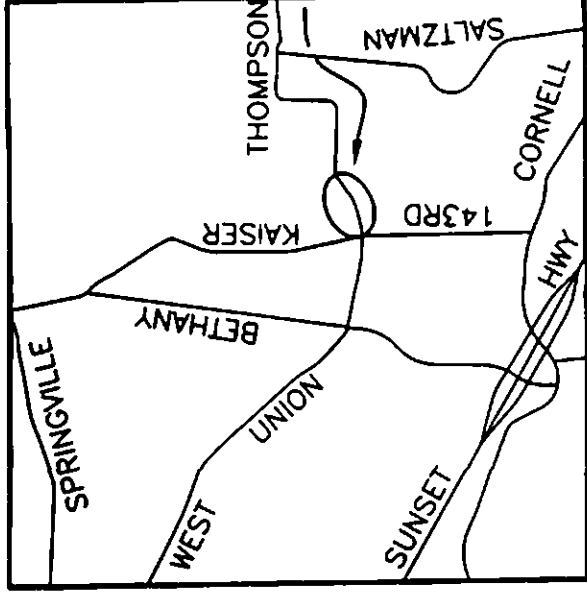
Tina Bivins
Chairperson

Barbara Heytmanek
Recording Secretary

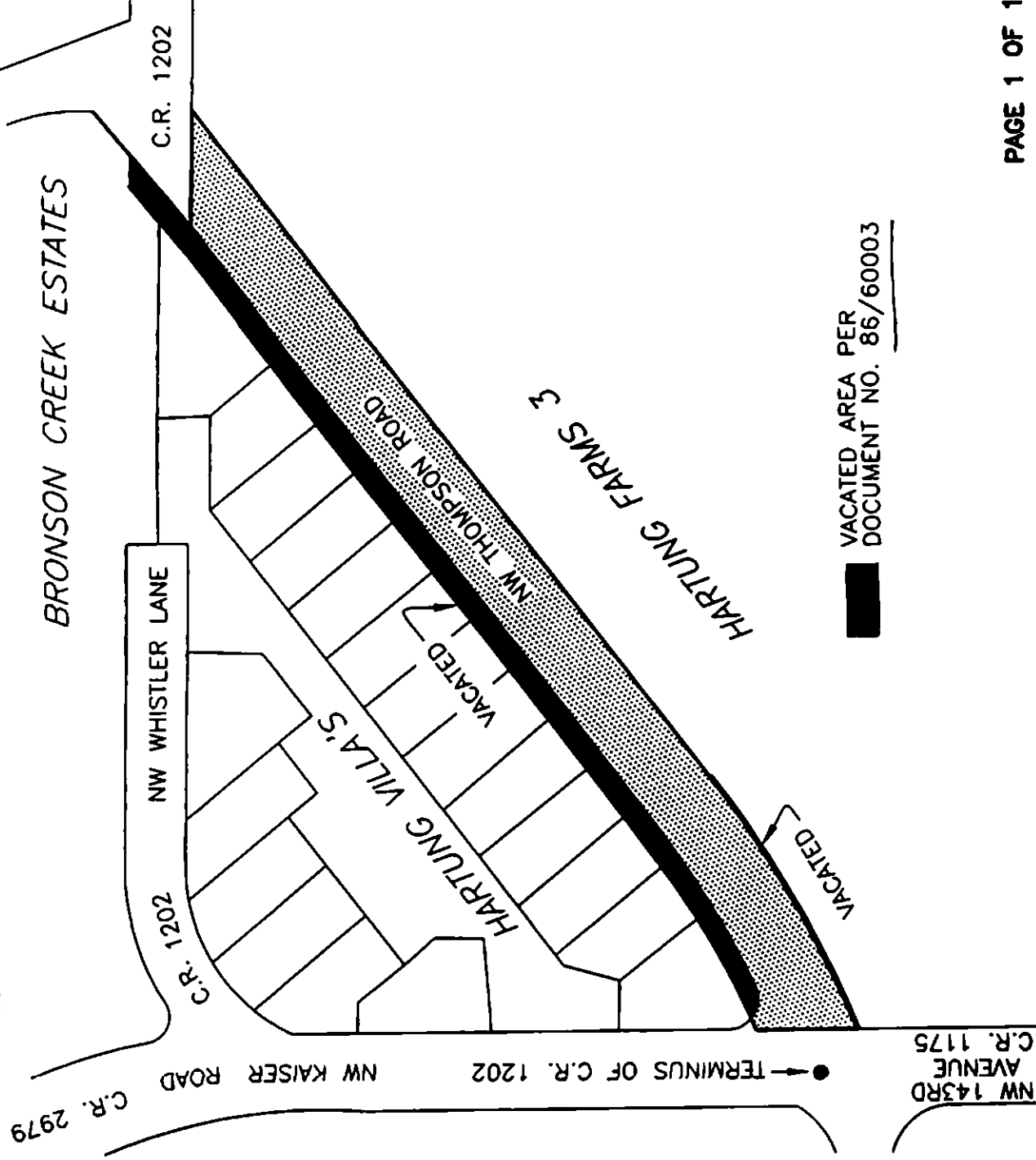
Approved as to form
Janita Shindler
Senior Assistant County Counsel
Date: 6/27/01

Page 2 - R&O No. 01-92
Establishment of C.R. No. 3119

MAB:KB:d
S:\ENG\WP\SHARE\Colleen\legend\COUNTYROADS\CR3119.doc
6/19/01



VICINITY MAP



PROPOSED ROAD ESTABLISHMENT

C.R. 3119

NW THOMPSON ROAD