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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, Director of Assessment and Taxation, Ex-Officio	

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HAWTHORN FARM VILLAGE

RECITALS

1. Hawthorn Farm Village is a planned community located in Washington County, Oregon.
2. The following documents are applicable to the Hawthorn Farm Village subdivision:

DOCUMENT	DATE	RECORDING NO.
Covenants, Conditions and Restrictions for Lot 1, Hawthorn Farm Village	May 8, 1980	80-016667
Covenants, Conditions and Restrictions for Hawthorn Farm Village no. 1 and no 2	June 25, 1980	80-002870
Amendment to covenants, conditions and restrictions for Hawthorn Farm Village no. 1 and no. 2	August 25, 1980	80-00029391
Amendment to covenants, conditions and restrictions for portions of Hawthorn Farm Village no. 1 and no. 2	February 7, 1984	84-004725
Amendment to covenants, conditions and restrictions for portions of Hawthorn Farm Village no. 1 and no. 2	May 19, 1986	86-021352
Amendment to covenants, conditions and restrictions for portions of Hawthorn Farm Village no. 1 and no. 2	September 19, 1986	86-046010
Covenants, Conditions and Restrictions for Hawthorn Farm Village No. 1, no. 2 and no. 3	August 24, 1987	87-043980

Second amendment to covenants, conditions and restrictions for Hawthorn Farm Village no. 1, no. 2 and no. 3 and 4	September 28, 1988	88-44096
Third amendment to covenants, conditions and restrictions for Hawthorn Farm Village no. 1, No. 2 and No. 3	February 10, 1989	89-07741
Third amendment to covenants, conditions and restrictions for Hawthorn Farm Village no. 1, no. 2, no. 3 and no. 4	September 14, 1989	89-45279
Covenants, conditions and restrictions for Hawthorn Farm Village no. 1, no. 2, no. 3, no. 4, no. 5	January 9, 1995	95-002170
Plat of Hawthorn Farm Village No. 1	December 11, 1979	Book 48, Page 37
Plat of Hawthorn Farm Village No. 2	December 11, 1979	Book 48, Page 40
Plat of Hawthorn Farm Village No. 3	July 16, 1987	Book 64, Page 21
Plat of Hawthorn Farm Village No. 4	August 12, 1988	Book 67, Page 14
Plat of Hawthorn Farm Village No. 5	August 3, 1989	Book 70, Page 16
Plat of Hawthorn Farm Village Tandems	May 12, 1981	Book 53, Page 4

3. The affairs and operations of the community are governed by the Hawthorn Farm Village Owners' Association, an Oregon nonprofit corporation.
4. The following Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Hawthorn Farm Village have been approved by at least 75% of the ownership and supersede and replace all previous recorded declarations and amendments.

TABLE OF CONTENTS

ARTICLE 1.....	8
1. Definitions.....	8
ARTICLE 2	9
2. Property Subject to This Declaration	9
ARTICLE 3	10
3. Ownership and Easements.....	10
3.1. Nonseverability.	10
3.2. Ownership of Lots.	10
3.3. Easements.	10
3.4. Easements on Plat.	10
3.5. Easements for Common Maintenance Area.	10
3.6. Additional Easements.	10
3.7. Association Easements.	10
3.8. Easements to Governmental Entities.	11
ARTICLE 4	11
4. Lots and Homes	11
4.1. Residential Use.	11
4.2. Landscaping.	11
4.3. Maintenance of Lots and Homes.	11
4.4. Solar Access.	11
4.5. Drilling and Mining.	11
4.6. Rental of Homes.	12
4.7. Animals.	12
4.8. Seasonal Decorations.	12
4.9. Nuisance.	12
4.10. Parking.	13
4.11. Vehicles in Disrepair.	13
4.12. Signs.	13

4.13. Rubbish, Trash and Storage.	14
4.14. Fences and Hedges.	14
4.15. Antennas and Satellite Dishes.	14
4.16. Exterior Lighting and Noise Making Devices.	14
4.17. Right of Maintenance and Entry.	14
4.18. Association Rules and Regulations.	15
ARTICLE 5.....	16
5. Common Maintenance Area.....	16
5.1. Maintenance of Common Maintenance Area.	16
5.2. Fences on or adjacent to the Common Maintenance Area.	16
5.3. Funding.	16
ARTICLE 6.....	16
6. Architectural Review Committee (“ARC”).....	16
6.1. Purpose.	16
6.2. Architectural Review.	17
6.3. Determination of Compliance.	17
6.4. Appointment and Removal.	17
6.5. Majority Action.	17
6.6. Duties.	17
6.7. Decision.	18
6.8. Discretion.	18
6.9. Nonwaiver.	18
6.10. Appeal.	18
6.11. Liability.	18
ARTICLE 7.....	19
7. Membership in Association.....	19
7.1. Members.	19
7.2. Voting Rights.	19
ARTICLE 8.....	19
8. Funds and Assessments.....	19
8.1. Purpose of Assessments.	19

8.2.	Covenant to Pay.	19
8.3.	Offsets.	19
8.4.	Annual Assessments.	20
8.5.	Budgeting.	20
8.6.	Allocation of Assessments.	20
8.7.	Special Assessments.	20
8.8.	Accounts	20
8.9.	Default in Payment of Assessments.....	21
ARTICLE 9		22
9.	General Provisions.....	22
9.1.	Records.	22
9.2.	Enforcement.	22
9.3.	Attorney Fees.	23
9.4.	Severability.	23
9.5.	Amendment.	23

ARTICLE 1

1. Definitions

- 1.1. Architectural Review Committee - Architectural Review Committee or ARC refers to the committee constituted and acting under Article 6 of this Declaration.
- 1.2. Articles of Incorporation - Means the Articles of Incorporation of Hawthorn Farm Village Owners' Association, filed with the Oregon Secretary of State.
- 1.3. Association - Means the Hawthorn Farm Village Owners' Association, an Oregon nonprofit corporation.
- 1.4. Board - Means the Board of Directors of the Association.
- 1.5. Bylaws - Means the 2015 Amended and Restated Bylaws.
- 1.6. Common Maintenance Area - shall mean the perimeter area of the Property bounded by the public streets as depicted on the Plat, for which the Association is obligated to maintain, repair or replace, including landscaping improvements, signage, planted areas, or other structures, or any areas of the Property which the Association holds legal title.
- 1.7. Days - All references to "days" shall mean calendar days.
- 1.8. Declarant - means The Quadrant Corporation, the original developer of the Property.
- 1.9. Declaration - means the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.
- 1.10. Home - means and refers to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.
- 1.11. Improvement - means any structure located on the Property.
- 1.12. Lot - refers to the individual lots located and depicted on the Plat.
- 1.13. Member - shall mean any Owner of a Lot in Hawthorn Farm Village.
- 1.14. Occupant - means and refers to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

- 1.15. Owner - means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. For purposes of voting pursuant to this Declaration or the Bylaws, Owner or Owners refers to a single vote allocated to the Lot as described in Section 7.2 of the Declaration.
- 1.16. Plat - refers to the following plats, recorded in the records of Washington County, Oregon:
1. Hawthorn Farm Village No. 1
 2. Hawthorn Farm Village No. 2
 3. Hawthorn Farm Village No. 3
 4. Hawthorn Farm Village No. 4
 5. Hawthorn Farm Village No. 5
 6. Hawthorn Farm Village Tandems
- 1.17. Property - means all real property depicted on the Plats.
- 1.18. Rules and Regulations - means and refers to the documents containing rules, regulations, and policies adopted by the Board or the Architectural Review Committee (as adopted or approved by the Board).

ARTICLE 2

2. Property Subject to This Declaration

The development of Hawthorn Farm Village consists of the Property, which will be held, transferred, sold, conveyed, and occupied subject to this Declaration. The Property is subject to ORS 94, the Oregon Planned Community Act. The affairs and operations of the Property are governed by the Hawthorn Farm Village Owners' Association, an Oregon nonprofit corporation.

ARTICLE 3

3. Ownership and Easements

3.1. Nonseverability.

The interest of each Owner in the use and benefit of the Common Maintenance Area is appurtenant to the Lot owned by the Owner. Ownership interests in the Common Maintenance Area and Lots are subject to the easements granted and reserved in this Declaration.

3.2. Ownership of Lots.

Title to each Lot in Hawthorn Farm Village will be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities will constitute one Owner. No Lot, as depicted on the Plat, may be subdivided.

3.3. Easements.

Individual deeds to Lots may, but are not required to, set forth the easements specified in this Article.

3.4. Easements on Plat.

The Common Maintenance Area and Lots are subject to the easements and rights-of-way shown on the Plat.

3.5. Easements for Common Maintenance Area.

Every Owner has a nonexclusive right and easement of use and enjoyment in and to the Common Maintenance Area, which is appurtenant to and passes with the title to every Lot. The easement is subject to ORS 94.665, as may be amended from time to time.

3.6. Additional Easements.

Notwithstanding anything expressed or implied to the contrary, this Declaration is subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities.

3.7. Association Easements.

The Association shall have easements over the Lots and Common Maintenance Area as are necessary to perform the duties and obligations of

the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.8. Easements to Governmental Entities.

There shall be a nonexclusive easement over the Common Maintenance Area to all governmental and quasi-governmental entities, agencies, utilities, and their agents for the purposes of performing their duties as utility providers.

ARTICLE 4

4. Lots and Homes

4.1. Residential Use.

Lots may be used only for residential purposes which are defined in this Article 4 and by Rules and Regulations adopted by the Board. This Section does not prohibit home offices or other home businesses which are operated exclusively within the dwelling and do not cause traffic or other nuisances to other Owners. No trailer, van, bus, camper, truck, tent, barn, garage, shack or storage structure shall be used as a residence upon a Lot.

4.2. Landscaping.

Each Owner must keep the landscaped areas of their Lots in a neat and orderly manner and consistent with any Rules and Regulations governing landscaping within the Property.

4.3. Maintenance of Lots and Homes.

Each Owner must maintain the Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

4.4. Solar Access.

No improvement or landscaping may be installed on any Lot which may interfere with any other Owner's access to solar light or energy collection equipment. The Association has no obligation to enforce or regulate an Owner's ability to collect solar light.

4.5. Drilling and Mining.

No oil or gas drilling, related development operations, refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall

wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

4.6. Rental of Homes.

An Owner may rent or lease the Owner's Home or a portion thereof, provided that the following conditions are met:

- 4.6.1. Written Rental Agreement Required.** The Owner and the tenant enter into a written rental or lease agreement specifying that (a) the tenant is subject to all provisions of the Declaration, Bylaws, and Rules and Regulations, and (b) a failure to comply with any provision of the Declaration, Bylaws, and Rules and Regulations constitutes a default under the rental or lease agreement which requires eviction of the tenant;
- 4.6.2. Minimum Rental Period.** The period of the rental or lease is not less than 30 days;
- 4.6.3. Tenant Must Be Given Documents.** The Owner gives each tenant a copy of the Declaration, Bylaws, and Rules and Regulations.
- 4.6.4. Contact Information.** Each Owner renting or leasing their Lot must provide contact information for each Tenant to the Association.
- 4.6.5. Rules and Regulations.** The Board of Directors may adopt additional Rules and Regulations governing the rental or leasing of Lots.

4.7. Animals.

No animals, livestock, or poultry of any kind—other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance—may be raised, bred, kept, or permitted within any Lot.

4.8. Seasonal Decorations.

Seasonal or holiday decorations and lighting are permitted at reasonable times before and after holidays. Such decorations must be tasteful (as determined by the Board) and may not cause a nuisance to other Owners.

4.9. Nuisance.

No noxious, harmful, or offensive activities may be carried out on any Lot or Common Maintenance Area. Nor may anything be done or placed on any Lot or Common Maintenance Area that interferes with or jeopardizes the

enjoyment of, or that is a source of annoyance to, other Owners or other Occupants.

4.10. Parking.

Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, may not be parked on any part of the Common Maintenance Area. Such vehicles, unless screened from street view, may not be parked on any Lot or adjacent street for more than 72 hours or such other period as may be permitted by the Board of Directors or Association Rules and Regulations. For the purposes of this Section 4.10, "screened" shall mean substantially blocked from view by any fence, landscaping or other improvement.

4.11. Vehicles in Disrepair.

No Owner may permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on any Lot (if visible by other Owners) or street for a period in excess of 48 hours. A vehicle will be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood.

4.12. Signs.

No signs may be erected or maintained on any Lot, except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, may be temporarily displayed on any Lot. Real estate signs must be removed within three days after the sale closing date. Temporary signs advertising garage sales are permitted so long as the signs are removed within 24 hours of the conclusion of the garage sale. The Association shall have an easement upon any Lot for the maintenance, repair, or replacement of any subdivision entrance signs or monuments which were installed at the time of development. This Section does not prohibit reasonably sized or customary signage on Lots adjacent to front entry doors. No signs shall be installed or placed on a Lot which are advertisements or promote business or commercial activities unless approved by the Board of Directors.

- 4.12.1. Political Signs.** The restrictions contained in Section 4.12 do not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant. However, political signs may not be displayed more than 30 days prior to any election and must be removed within three days after the election day pertaining to the subject of the sign. Additional restrictions on political signs may be adopted by Board Rule or Regulation.

4.13. Rubbish, Trash and Storage.

No Lot or part of the Common Maintenance Area may be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste must be kept in appropriate containers for proper disposal and must be kept out of public view. The storage of unsightly items which are viewable from adjacent Lots or street view is prohibited.

4.14. Fences and Hedges.

No fences or boundary hedges may be installed or replaced without authorization of the ARC. Minor repairs of fences which use the same color and type of materials shall be permitted without approval of the ARC. Each Owner whose Lot contains a portion of the common fence shall be fully and exclusively responsible for maintenance, repair and replacement of that portion of the common fence located within the platted lot line of such Lot.

4.15. Antennas and Satellite Dishes.

Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation may be erected, constructed, or placed on any Lot. Exterior satellite dishes or antennas with a surface diameter of one meter or less, antennas designed to receive television broadcast signals, and other antennas or devices allowed under federal law, may be placed on any Lot. The ARC may determine the location of the installation of such devices allowed under federal law.

4.16. Exterior Lighting and Noise Making Devices.

Except with the consent of the ARC, no exterior lighting visible from the public streets (except for customary entry, walkway or landscape lighting) may be installed or maintained on any Lot. No noise-making devices, other than security and fire alarms, may be installed or maintained on any Lot. This Section does not prohibit seasonal or holiday lighting as permitted in Section 4.8.

4.17. Right of Maintenance and Entry.

If an Owner fails to perform maintenance or repairs to the exterior or landscape improvements that the Owner is obligated to perform under this Declaration, and if the Board determines, after notice, that the maintenance, repair, or both is necessary to preserve the attractiveness, quality, nature, or value of the Property, the Board may cause the maintenance or repair to be performed and may enter any Lot whenever entry is necessary in connection

with the performance thereof. Such entry shall not constitute trespass. Under no circumstances may the Association or its agents enter an Owner's dwelling. The Board of Directors may adopt additional Rules or Regulations governing this Section 4.17.

- 4.17.1. **Costs.** The costs of such maintenance, repair, or both are chargeable to the Owner of the Lot as an Assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.18. Association Rules and Regulations.

The Board from time to time may adopt, modify, or revoke the Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Maintenance Area as it may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. Owners may rescind Rules and Regulations by an affirmative vote of 30% of all votes allocated to the membership.

- 4.18.1. **Distribution of Rules and Regulations.** A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, will be delivered promptly by the Board (electronically, or upon request, by postal mail) to each Owner and will be binding on all Owners and occupants of all Lots.

- 4.18.2. **Adoption.** The method of adoption of the Rules and Regulations will be provided in the Bylaws of the Association. Subject to the Board's approval or consent, the ARC may adopt Rules and Regulations pertinent to its functions. Such ARC rules must be approved by the Board.

4.19. Ordinances and Regulations.

The conditions and restrictions set forth in this Article 4 are the minimum required. To the extent that governmental ordinances and regulations are more restrictive or provide for a higher or different standard, the governmental ordinances and regulations will prevail.

ARTICLE 5

5. Common Maintenance Area

5.1. Maintenance of Common Maintenance Area.

The Association will be responsible for maintenance, repair, replacement, and upkeep of the Common Maintenance Area including landscaped areas and entrance signs and monuments.

5.2. Fences on or adjacent to the Common Maintenance Area.

Each Owner whose Lot contains, or is adjacent to, a portion of the common fence shall be fully and exclusively responsible for maintenance, repair and replacement of that portion of the common fence located within the platted lot line of such Lot. Such maintenance, repair or replacement shall be consistent with any guidelines or standards adopted by the Association or the ARC.

If an Owner fails to fulfill their obligations under this Section 5.2, the Association may enter the Lot pursuant to Section 4.17 to maintain, repair or replace portions of the fence. The expenses incurred shall be the obligation of the Owner.

5.3. Funding.

The costs of maintaining the Common Maintenance Areas shall be a common expense of the Owners.

ARTICLE 6

6. Architectural Review Committee ("ARC")

6.1. Purpose.

This Article's purpose, and the purpose of the ARC, is to ensure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and between location and topography and finished-grade elevations.

6.2. Architectural Review.

No material changes, improvements or maintenance to the exterior of dwellings or landscaped area may be commenced, erected, placed, or altered on any Lot until the construction 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 ARC. In the event the Association engages the services of an architect to assist with the review, that expense shall be paid for by the requesting Owner.

6.3. Determination of Compliance.

The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction must be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article 6 apply in all instances in which this Declaration requires the ARC's consent.

6.4. Appointment and Removal.

The ARC will consist of no fewer than three members and no more than five members, all of which must be Owners and appointed by the Board of Directors, and who may be removed with or without cause by the Board. Each ARC member will serve for one year. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board will serve as the ARC.

6.5. Majority Action.

Except as otherwise provided in this Declaration, a majority of the members of the ARC have the power to act on behalf of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.6. Duties.

The ARC must consider and act on the proposals, plans, or proposals and plans submitted under this Article 6. The ARC, from time to time and in its sole discretion, may adopt architectural rules, regulations, and guidelines ("Architectural Standards") which must be approved by the Board of Directors.

6.7. Decision.

The ARC must render its written decision approving or denying an application submitted to it within 15 days after its receipt of all materials required with respect to the application. If the ARC fails to render its written decision within 30 days of its receipt of all required materials or if the ARC fails to request an extension, the application will be deemed approved. The ARC is entitled to request one or more extensions of time, not to exceed a total of 45 days. In the event of any extension requests, if the ARC does not render a written decision within 15 days after the expiration of the extension(s), the application will be deemed approved. However, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.8. Discretion.

The ARC, in its sole discretion, may withhold consent to any proposed work if the ARC finds that the proposed work violates the provisions of this Declaration, would be inappropriate for the particular Lot, or is incompatible with the design standards that the ARC intends for the Property, as long as the ARC complies with ORS 94.762 (or other provisions of ORS Chapter 94) regarding electric vehicle charging stations. The ARC may consider siting, shape, size, color, design, height, solar access, or other effects on the enjoyment of other Lots or the Common Maintenance Area, and any other factors that it reasonably believes to be relevant in determining whether to consent to any proposed work.

6.9. Nonwaiver.

Consent by the ARC to any matter proposed to it or within its jurisdiction will not constitute precedent or waiver impairing its right to withhold approval of any similar matter thereafter proposed or submitted to it for consent.

6.10. Appeal.

Any Owner adversely impacted by ARC action may appeal the action to the Board. The Board of Directors may adopt Rules and Regulations relating to the appeal process and procedure.

6.11. Liability.

Neither the ARC nor any member thereof will be liable to any Owner or Occupant for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, as long as the ARC or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

ARTICLE 7

7. Membership in Association

7.1. Members.

Each Owner is a member of the Association. Membership in the Association is appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, Occupants and Owners will be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2. Voting Rights.

Each Lot shall be entitled to one vote on all Membership matters. Single structures located on two or more Lots shall be deemed to be one Lot.

ARTICLE 8

8. Funds and Assessments

8.1. Purpose of Assessments.

The assessments levied by the Association will be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners at Hawthorn Farm Village, for the improvement, operation, and maintenance of the Common Maintenance Areas, for the administration and operation of the Association, and for property and liability insurance.

8.2. Covenant to Pay.

Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied under this Declaration or the Bylaws.

8.3. Offsets.

No offsets against any assessment will be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.4. Annual Assessments.

Annual assessments for each fiscal year will be established when the Board approves the budget for that fiscal year. For proration purposes, any portion of a month will count as a full month. Annual assessments will be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The fiscal year will be determined by a majority vote of the Board of Directors.

8.5. Budgeting.

Each year the Board will prepare, approve, and make available to each Member the budget of the Association.

8.6. Allocation of Assessments.

The total amount in the budget will be charged equally against all Lots as annual assessments. Single structures located on two or more Lots shall be deemed to be one Lot for the purposes of assessments. In the event an Owner or Owners cause the Association to incur expenses, which are not ordinary expenses, because of their acts or omissions, the Board may levy those expenses against those Lots.

8.7. Special Assessments.

The Board shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes: 1) correct a deficit in the operating or reserve account or budget; 2) capital improvements; 3) other unforeseen expenses.

8.8. Accounts

8.8.1. Types. Assessments collected by the Association will be deposited into at least two separate accounts with a bank, which accounts will be clearly designated as (a) the Operating Account and (b) the Reserve Account.

8.8.1.1. Operating Account. All costs other than those to be paid from the Reserve Account may be paid from the Operating Account.

8.8.1.2. Reserve Account. The Association will pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of Common Maintenance Area that normally requires replacement, in whole or in part, within one to 30 years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes. Funds collected may not be

refunded to the Owners. The reserve account and requirements are more particularly described in the Bylaws.

8.9. Default in Payment of Assessments

- 8.9.1. Personal Obligation.** Any assessment properly imposed under this Declaration or the Bylaws is the joint and several personal obligation of all Owners of the Lot to which the assessment pertains. In a voluntary conveyance (i.e., one other than through foreclosure or a deed in lieu of foreclosure), the grantees will be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover the assessments without either waiving or foreclosing the Association's lien.
- 8.9.2. Association Lien.** The Association has a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. The lien will accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. The lien may be foreclosed at any time in accordance with the Oregon Planned Community Act.
- 8.9.3. Recording of Association Lien.** The Association must record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association will be superior to all other liens and encumbrances except property taxes and assessments; any first mortgage, deed of trust, or land sale contract recorded before the Association's notice of lien; and any mortgage or deed of trust granted to an institutional lender that is recorded before the Association's notice of lien.
- 8.9.4. Interest, Fines, Late Fees.** The Board, in its reasonable discretion, may from time to time adopt Rules and Regulations to set the rate of interest and to impose late fees, fines, and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards, and the Rules and Regulations adopted by the Board or the ARC.
- 8.9.5. Adoption of Penalties.** The adoption of such impositions must be communicated to all Owners in writing not less than 30 days before the

effective date by a notice mailed to the assessment billing address of each Owner. The impositions will be considered assessments that are lienable and collectible in the same manner as any other assessments; however, fines or penalties for violation of this Declaration, the Bylaws, or the Rules and Regulations, other than late fees, fines, or interest arising from an Owner's failure to pay regular, special, or reimbursement assessments may not be imposed against an Owner or the Owner's Lot until the Owner is given an opportunity for a hearing as elsewhere provided herein.

- 8.9.6. **Acceleration of Assessments.** If an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, on not less than 10 days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

ARTICLE 9

9. General Provisions

9.1. Records.

The Board must preserve and maintain minutes of the annual and special meetings of the Association and the Board. The Board must also keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts must designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid on the account, and the balance due on the assessments. A reasonable charge may be imposed by the Association for providing copies.

9.2. Enforcement.

The Association, the Owners, and any mortgagee holding an interest on a Lot have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition, or restriction herein contained will in no event be deemed a waiver of their right to do so thereafter.

9.3. Attorney Fees.

If suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, suit or action for the collection of assessments), the prevailing party will be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in the suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

9.4. Severability.

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order will not affect the other provisions hereof and the same will remain in full force and effect.

9.5. Amendment.

This Declaration may be amended at any time by an instrument approved by not less than 75 percent of the total votes allocated to the Lots.

CERTIFICATION

The undersigned Chairperson and Secretary of the Association, an Oregon nonprofit corporation, hereby certify that this Amended and Restated Declaration has been approved in accordance with ORS 94.590.

By: *Jameson Dolan*
Chairperson
By: *Paul Pfeifer*
Secretary

STATE OF OREGON)
) ss
County of)

The foregoing instrument was acknowledged before me this 11th day of December, 2015 by Jameson Dolan, Chairperson of Hawthorn Farm Village Owners' Association.



Notary Public for Oregon
My Commission Expires:

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me this 14th day of December, 2015 by Paul Pfeifer, Secretary of Hawthorn Farm Village Owners' Association.



Notary Public for Oregon
My Commission Expires: 11/6/18