AFTER RECORDING RETURN TO:

Hickson Development Group, Inc.

POBoxE

1234 Rhododendron Drive #IA Florence, Oregon 97439

541-997-7088

*r-* ----

**Division of Chief Deputy Clerk Lane County Deeds and Records**

Ml! WlWW Jl J!UillllllllllIll $ 22 00

1.

RPR REST ct 1 Sl 04/05/2004 11:46:59 AM

- n = **n:6 CASHIER 07**

**$180.00 $10.00 $20.00 $11.00**

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

PARK VILLAGE AT TOWN CENTER

PHASE ONE



RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY.

NO LIABILITY ACCEPTED FOR CONDITION OF TITLE OR VALIDITY, SUFFICIENCY, OR EFFECT OF

*w* DOCUMENT.

*11 --u* , *o*

**TABLE OF CONTENTS**

**Article 1**

**Article 2**

2.1

2.2

## 2.3

**Article 3**

3.1

## 3.2

3.3

3.4

3.5

**Article 4**

4.1

4.2

4.3

4.4

4.5

4.6

4.7

4.8

4.9

4.10

4.11

4.12

4.13

4.14

4.15

4.16

4.17

4.18

4.19

4.20

4.21

4.22

## 4.23

4.24

4.25

**Definitions**

**Property Subject To This Declaration** Property Hereby Subjected To This Declaration Addition of Other Property

Withdrawal of Property

**Ownership and Easements**

Non-Severablity Ownership of Lots

Ownership of Common Areas Easements

Alienation of the Common Area

**Lots and Homes** Residential Use Construction

Minimum Standards applicable to Lots Completion of Construction Landscaping

Rental of Homes Animals Nuisance Parking

Vehicles in Disrepair Signs

Rubbish and Trash Fences and Hedges Service Facilities; Utilities

Antennas, Satellite Dishes and Solar Collectors Exterior Lighting or Noisemaking Devices Grades, Slopes, and Drainage

Damage or Destruction to Home and/or Lot Detached Buildings

Owner's maintenance Obligations Subdivision

Right of Maintenance and Entry by HOA HOA Rules and Regulations

Government Ordinances and Regulations Violation

**Article 5**

5.1

5.2

5.3

## 5.4

5.5

## 5.6

5.7

**Article *6***

6.1

6.2

6.3

## 6.4

6.5

6.6

6.7

6.8

## 6.9

6.10

6.11

6.12

6.13

**Article 7**

7.1

7.2

**Article 8**

8.1

8.2

8.3

**Article 9**

9.1

9.2

9.3

## 9.4

**Article 10**

10.1

10.2

**Common Area**

Use of Common Areas Maintenance of Common Area Alterations to Common Area Funding

Landscaping

Condemnation of Common Area Damage of Destruction of Common Area

**Architectural Review Committee**

Architectural Review

Architectural Review Committee, Appointment and Removal Majority Action

Duties

ARC Decision ARC Discretion Non waiver Appeal

Effective Period of Consent Determination of Compliance Noncompliance

Liability

Estoppel Certificate

**Park Village at Town Center Mailboxes**

HOA Board Responsibility Home Owner's Responsiblity

**Crime Prevention Program** Neighborhood Watch Program HOA Responsibility

Area Coordinator

**Park Village at Town Center HOA**

Members Proxy

Voting Rights Procedure

**Declarant Control**

Interim Board and Officers

1. Turnover Meeting
2. Notice of Meeting Board of Directors

**Article 11**

11.1

11.2

11.3

11.4

11.5

**Article 12**

12.1

12.2

12.3

12.4

12.5

12.6

12.7

12.8

12.9

**Article 13**

13.1

13.2

13.3

13.4

13.5

13.6

13.7

13.8

13.9

**Article 14**

14.1

**Exhibits**

A

Map#5

**Declarant's Special Rights**

General Marketing Rights

Declarant's Easements

Appearance and Design of Park Village at Town Center Construction by Declarant or Builder

**Funds and Assessments** Purpose of Assessment Covenants to Pay

Basis of Assessments and Commencement of Assessments Annual Assessments

Reserve Funds Special Assessments Accounts

Default in Payment of Assessments, Enforcement of Liens Waivers and Offsets

**General Provisions**

Records

Indemnification of Directors, Officers, Employees and Agents Enforcement; Attorney's Fees

Severability Duration Amendment

Release of Right of Control Unilateral Amendment by Declarant Resolution of Document Conflicts

**HOA Covenant And Indemnification Agreement For Enforcement Of The Avigation Easement**

Covenant & Indemnification Agreement

Legal description of Property

Park Village at Town Center Subdivision Plan

THIS DECLARATION OF COVENANTS, CONDITI AND RE@tl1TIONS OF PARK VILLAGE

AT TOWN CENTER ("Declaration") IS MADE THIS DAY OF , , 2004 by Hickson Development Group, Inc., an Oregon Corporation, as the Declarant.

##### RECITALS

WHEREAS, the Declarant is the owner, or controls, all that certain real property and improvements thereon, described as the Phase 1 of the planned subdivision Park Village at Town Center, Parcel 1, Land Partition Plat 2003-P1743, Document No. 2003-122489, as platted and recorded in Lane County Oregon Partition Plat Records Lane County, Oregon. The property is legally described in Exhibit A; and

WHEREAS, Declarant intends to develop the Property as a Phase 1 of a Planned Community pursuant to Chapter 94 of the Oregon Revised Statutes, and to establish the planned development project of Park Village at Town Center, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Area within Park Village at Town Center; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities in Park Village at Town Center to create a nonprofit, mutual benefit corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the HOA and the Common Area and facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the HOA and of each Lot Owner.

#### ARTICLE 1 DEFINITIONS

* 1. "Architectural Review Committee" or "ARC" shall mean the Declarant until turnover and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to that body,
  2. "Articles" shall mean the Articles of Incorporation for the non-profit corporation Park Village at Town Center Home Owner's Association, or such similar name approved by and filed with the Oregon Corporation Commissioner.
  3. "Avigation Easements" shall be the Avigation easement, Agreement and Disclosure Statement between Hickson Development Group, Inc. and the City of Florence, dated February 12, 2004, and the Avigation Easement, Agreement and Disclosure Statement between James V. Genereaux and Susan J. Genereaux and the City of Florence dated February 13, 2004
  4. "Phase 1 of Park Village at Town Center'' shall mean the real property commonly known as Parcel 1, Land Partition Plat 2003-P1743, Document No. 2003-122489, as platted and recorded

in Lane County Oregon Partition Plat Records Lane County, Oregon. The property is legally described in Exhibit A.

* 1. "Park Village at Town Center" shall mean the Planned Subdivision of Park Village at Town Center consisting of 32 acres as shown on Map #5; and also includes any annexations of additional lands to Park Village at Town Center subdivision and all Common Area included within the Plats of Park Village at Town center.
  2. 'Board' or "Board of Directors" shall mean the Board of Directors of Park Village at Town Center Home Owner's Association.
  3. "Builder'' shall mean and refer to Maxwell Construction, Inc., an Oregon Corporation, its subcontractors, and agents.
  4. "Bylaws" shall mean and refer to the Bylaws of the HOA.
  5. "Common Area" shall mean and refer to any areas of land shown on the recorded plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the HOA.
  6. "Declarant" shall mean and refer to Hickson Development Group, Inc. an Oregon Corporation, its successors assign to all remainder of its interest in the development of the Property. All successors to Declarant shall have the same rights and interest as the Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.
  7. "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restriction for Park Village at Town Center.

5

* 1. General Common Expenses" shall mean those Common Area expenses incurred by the HOA for the benefit of the entire Owner of the Lots within the Property.
  2. "General Plan of Development" shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.
  3. "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.
  4. "HOA" shall mean and refer to the Park Village at Town Center Home Owner's Association.
  5. "Lot'' shall mean a platted or partitioned lot or tract within the Property improved or scheduled to be improved with a dwelling unit, and shall not include any Common Areas, streets, alleys, or dedicated areas.
  6. "Lot Easement Area" shall mean and refer to those portions of any Lot subject to any easement benefiting the HOA. The term "Lot Easement Area" shall not refer to any portion of any Lot encumbered by an easement to any other part;' tncluding without limitation, any governmental entity.
  7. "Members" shall mean and refer to the Owner of a Lot or Lots in Park Village at Town Center HOA.
  8. "Occupant" shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.
  9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser to possession under land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.
  10. "Plat" shall mean and refer to the recorded Plat 1 of Park Village at Town Center and any annexations to the original Plat.
  11. "Property" shall mean and refer to all real property described on the Plats, and any annexations of additional property, including the Common Area Tracts, and all improvements located on the real property, as may be brought within the jurisdiction of the HOA and be made subject to this Declaration.
  12. "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the HOA or the Architectural Review Committee ("ARC") and as may be from time to time amended by the Board and/or ARC.
  13. Tract" shall mean and refer to the recorded full Plat of Park Village at Town Center subdivision as shown on Map #5.

1.24 "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the HOA to the Class A members.

##### ARTICLE2

**PROPERTY SUBJECT TO THIS DECLARATION**

* 1. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Florence, Lane County, Oregon, and is described in Exhibit A.
  2. At any time during the General Plan of Development of this Declaration, the Declarant may, at its sole option, annex additional property into the HOA to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements an restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately 106 Lots in the subdivision, including the Lots on the Plat, and Lots expected to be created in property to be annexed to the subdivision, but this number may be adjusted at the sole discretion of Declarant. Declarant shall have no obligation of any kind to annex any additional land to the Property.
     1. **Eligible Property.** There is no limitation on the number of Lots, which Declarant may annex to the Property, or the right of Declarant to annex Common Property, except as may be established by applicable ordinances, agreements, or land use approvals.
     2. **Consent or Joinder Not Required.** No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.
     3. **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:
        1. establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed Property;
        2. with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as

7

Declarant may deem to be appropriate for the development of such annexed

property; and/or

* + - 1. contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section, in any Declaration of Annexation, Declarant may, but shall not be obligated to, establish one or more special categories or types of Lots and have particular rights and obligations pertain to these different types of Lots, establish easements particular to these different Lots, establish assessments that pertain only to certain types of Lots, establish maintenance obligations of the HOA or of Owners that may vary in accordance with different types of Lots or different tracts of Common Area, establish insurance and casualty provisions that relate to certain types of Lots and not others, and establish limited common areas that benefit particular Lots to the exclusion of other Lots and provisions particular to such limited common areas.

* + 1. **Voting Rights; Allocation of Assessments.** Upon annexation, additional Lots so annexed shall be entitled to voting rights and assessments shall be reallocated and reapportioned,
    2. **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the HOA and no owner of property excluded from the HOA shall have any right to have such property annexed thereto.
  1. **Withdrawal of Property.** Declarant may withdraw property from the Property only by a duly-adopted amendment to this Declaration, except that Declarant may unilaterally withdraw all or a portion of (i) any property annexed pursuant to Section 2.2 at any time prior to the sale of the first Lot in the annexed property or (ii} property within any phase of the Property (other than designated Common Areas therein) for which a final plat creating individual Lots has not yet been recorded. Such withdrawal shall be affected by a declaration executed by Declarant and recorded in the deed records of the county in which the property being withdrawn is located. If a portion of the Property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated among the remaining Lots.

##### ARTICLE 3 OWNERSHIP AND EASEMENTS

* 1. **Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately for the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial

partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots described in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of thisDeclaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Park Village at Town Center.

* 1. **Ownership of Lots.** Title to each Lot in Park Village at Town Center shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner for purposes of this Declaration.
  2. **Ownership of Common Areas.** Title to the Common Area shall be conveyed to the HOA, free of monetary encumbrances, not later than the turnover meeting described in section 10.1.
  3. **Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.
     1. **Easements on Plat** The Common Area and Lots are subject to the easements and Right of Way shown on, or noted, on the plat of Park Village at Town Center Map #5 in the exhibits.
     2. **Easements for Common Area.** Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot.
     3. **Easements Reserved by Declarant.** So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to themselves, and for their successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and egress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for themselves and their successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, guests or invitees.

9

{d) **Additional Easements.** Notwithstanding anything expressed or implied to the Contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Park Village at Town Center. No structure, planting or other material shall be placed or permitted to remain within any easement area that 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 or water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the HOA is responsible.

(e) **Easement to Governmental Entities.** There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi­ government entities, agencies, utilities, and their agents for the purposes of performing their duties within Park Village at Town Center.

(D **Landscaping.** The HOA shall pay for any landscape maintenance, upkeep and replacement, as well as utilities pertaining to landscaping or maintenance on the common area on the Plat. Except as specifically provided herein otherwise, all landscape maintenance on Lots is solely the cost and responsibility of the Lot Owner. All streets will be deeded to the City of Florence after the General Plan of Development of each Phase. Maintenance on these streets will be the responsibility of the City of Florence once streets are so deeded.

* 1. **Alienation of the Common Area.** The HOA may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the HOA for the benefit of the Lots unless the holders of at least 80 percent of the Owners of Lots not owned by Declarant at the time of vote and the Class B member, if any, have given their prior written approval. This provision shall not apply to a grant of the easements in the Common Area described herein or to dedications of Common Area to government authority or utility. 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 such sale, transfer or encumbrance may, however, deprive any Lot of such Building Lot's right of access or support without the written consent of the Owner of such Lot.

#### ARTICLE4 LOTS AND HOMES

* 1. **Residential Use.** Lots shall be used for residential purposes only. Except with the consent of the Board of Directors of the HOA, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot. Nothing In this paragraph shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any

contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction of Park Village at Town Center, and to use any residence as a sales office or model home for purposes of sales in Park Village at Town Center, to maintain on site a temporary construction office or trailer, and (c) the right of the Owner of a Lot to maintain his professional or 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 residence, so long as such activity is not observable outside of the residence, do not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

* 1. **Construction.** Except for construction performed by or contracted for by Declarant or Builder, no construction, reconstruction or exterior alterations shall occur on any Lot unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant or Builder, shall be presumed to have met these minimum requirements or have been granted a variance thereto. This paragraph excludes interior remodeling , however all applicable permits still apply and are the responsibility of the Home Owner.
  2. The following restrictions are minimum standards applicable to all Lots:
     1. **Height.** No home shall exceed one (1) story in height (excluding daylight basement) above the ground;
     2. **Floor Areas.** The square footage area of a single story Home shall not be less than one thousand two hundred (1200) square feet of living area exclusive of attics, patios, decks, porches, balconies and garages;
     3. **Garages.** A garage must be constructed on each Lot. Garages may be used as a sales office by Builder, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door,

11

* + 1. **Exterior Materials.** Roofing materials may be a minimum of fiberglass construction with weathering-grade asphalt and have at least a thirty (30) year life. All exterior dwelling and garage walls shall be constructed utilizing sheathing. In addition, a cement board siding may be used for cosmetic appearances. When replacing siding and roofing materials, owner must use a product that is similar to or currently on the home unless the ARC approves a change.
    2. **Exterior Colors.** Initial exterior colors must be approved by the builder prior to application and cannot be changed without approval of the ARC.

(ij **Window Coverings.** No window coverings other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall be permitted to be visible from any public street at any time after occupancy of the dwelling.

* 1. **Completion of Construction.** The construction of any building on any Lot, including painting and all exterior finish, shall he completed within six (6) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. This shall exclude any construction by the Builder. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workman like order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC.
  2. **Landscaping.** The HOA shall maintain any landscaping on Common Area of the Mini-Park and Neighborhood Park as noted on Map #5 in the Exhibits. All Greenbelts on the Map #5 will be preserved and serve as a natural barrier to adjacent properties. Owners may use any enclosed side or rear yard for any purpose not prohibited hereunder, provided such use is not deemed, by the ARC or the HOA to be a nuisance. Maintenance of all landscaping on individual Lots, except as specifically otherwise provided for in this document, is the Owner's sole responsibility.
     1. Landscape installation on Lots by Owners is subject to approval by the ARC. Street trees and perimeter landscaping installed by Declarant or Builder on individual Lots is to be maintained by the Owner in good condition, including watering. Owners shall install completed landscaping on Lots no later than 6 months after occupancy.
     2. All landscaping on Lots shall be maintained by Owners in a good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance. If an Owner fails to maintain said landscaping, Declarant, or the HOA in its place, reserves the rights outlined in Section 4.22 to perform maintenance.
  3. **Rental of Homes.** An Owner shall be entitled to rent or lease his residence if:
     1. **Written Rental Agreements Required.** There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration and (ii) failure to comply with any provision of the Declaration shall constitute a default under the rental agreement.
     2. **Minimum Rental Period.** The period of the rental or lease is not less than thirty

(30) days; and

* + 1. **Tenant must be given documents.** The Owner gives each tenant a copy of the Declaration.
    2. **Owner Responsibility.** Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting tenant to do same. Owner will also keep Board informed of tenant occupancy and update them upon transfer of tenant housing.
  1. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred. kept or permitted within any Lot other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. All pet owners must clean up their pet's excrement in the Common Area. A fine of $50 per incident may be assessed for failure to clean up their pet's excrement. No dogs shall be permitted to roam the Property unattended. An Owner may be required to remove a pet upon the receipt of the third notice in writing from the HOA Board of Directors of violation any rule, regulation or restriction governing pets within the Property. A "reasonable number'' of pets shall be subject to rules approved by the Board in its sole discretion.
  2. **Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.
  3. **Parking.** Parking of boats, trailers, motor homes, trucks (except SUVs and pickups of 3/4 ton sales classification or less), unmounted truck campers, or other recreational vehicles or similar equipment and vehicles shall be allowed on the Property only within the confines of a fenced or screened area or garage/driveway, the plans of which comply with applicable ordinances, agreements, or land use approvals and have been approved by the ARC. Parking of vehicles is prohibited in the Common Areas, except as may otherwise be permitted by the Board. Street parking is permitted except to the extent prohibited by government authorities or the Board.
  4. **Vehicles in Disrepair.** No Owner shall permit any vehicle which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight (48) hours, nor on a Common Area or street for any length of time. A vehicle shall be deemed in an "extreme state of disrepair'' when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him by the HOA, the HOA may have the vehicle removed from the Property and charge the expense of such removal to the Owner. No repair or maintenance of vehicles shall be allowed in parking spaces, except for basic vehicle maintenance. Owner shall clean up all oil or grease on roadways or driveways immediately.
  5. **Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding thirty-six (36) inches high and twenty-four (24) inches long, may be temporarily displayed on any Lot. subject to the provisions of Section 11.2 below. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or Builder or his/her/their contractors. No signs of any kind, other than Declarant or Builder's marketing signs or regulatory signage placed at the direction and approval of the ARC, will be allowed on Common Areas.
  6. **Service** 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 containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by him within five (5) days following the date on which notice is mailed to him by the Board of Directors, the HOA may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within (twelve)12 hours of collection. No trash or storage containers will be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents. The HOA Board will be responsible for obtaining trash receptacle service in the common areas of the Mini-Park and Neighborhood Park as noted on Map #5 in the Exhibits.
  7. **Fences and Hedges.** No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to Board and ARC. The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. All fences shall be of wood or like kind material (vinyl). If solid fences are installed the "good" side shall be visible from the street. No fence or hedge shall be placed forward of the front yard setback line for the home in which it is being installed. Picket fencing not to exceed three and one half (3 1/2) feet in height is permitted within the front yard of the Home, unless the City of Florence has a more restrictive ordinance -

see Article 4.24 below.

* 1. **Service Facilities Utilities.** Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any

time from the street or a neighboring property. All service facilities shall be be maintained, repaired and replaced by The Owner of each Lot, or all Owners individually and collectively at their sole expense. The HOA is not responsible for the maintenance of any utility, cable TV, or phone services of facilities.

* 1. **Antennas, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the street right-of-way directly in front of the house. No such apparatus shall be erected without the prior written consent from the ARC. Exterior satellite dishes with a surface diameter of twenty-four (24) inches or less may be placed on any Lot, without ARC approval, so long as they are not visible from the street. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority. No Owner may erect or maintain exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation, or solar collector panels or equipment upon any Lot which will be in violation of the Avigation Easements.
  2. **Exterior Lighting or Noisemaking Devices.** Except with the consent of the ARC, no Exterior lighting or noise-making devices shall be installed or maintained on any Lot, other than security and fire alarms. False alarms of security and fire systems shall not be allowed to repeatedly occur.
  3. **Grades, Slopes, and Drainage.** There shall be no interference with the established drainage patterns or systems over or through any Lot so as to affect any other Lot or Common Area or any real properly outside project unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean any drainage swales, ditches, conduits, inlets and outlets designed and constructed for the project.
  4. **Damage or Destruction to Home and/or lot.** If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or

(ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes, provisions of Article 6 to be complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

* 1. **Detached Buildings.** Detached accessory buildings, including, but not limited to, detached garages, storage buildings, greenhouses, children's playhouse, accessory dwelling units

(ADU, a.k.a. mother-in-law apartments) and similar structures, shall be built with prior written consent of the ARC. Every outbuilding shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. ADUs may be attached or detached, and may not exceed 1/3 the floor area of the main home or 720 square feet, whichever is the lesser. The owner must live in eitherthe main home or the ADU.

* 1. **Owner's Maintenance Obligations.** Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of any kind neatly

trimmed, fertilized, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this section include the areas between the property line of any Lot and the nearest curb, including sidewalks and street trees.

* 1. **Subdivision.** No Owner other than Declarant may subdivide a Lot or with any other Lot, without the prior written approval of the HOA, and the prior written approval of Declarant for so long as Declarant owns a Lot.
  2. **Right of Maintenance and Entry by HOA.** If an Owner fails to perform maintenance and/or repair which he is obligated to perform pursuant to this Declaration for buildings or landscaping, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Park Village at Town Center, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction, which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. Such right of maintenance shall include, but not be limited to, buildings, and street trees and front and side yard landscape.
  3. **HOA Rules and Regulations.** The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the HOA.
  4. **Government Ordinances and Regulations.** The standards and restrictions of this Article 4 shall be the minimum required. To the extent the Avigation Easements or the ordinances and regulations of the City Of Florence are more restrictive or provide for a higher or different standard, the Avigation Easements or ordinances and regulations of Florence, or any jurisdiction the Property may be annexed into or is legally subject to, shall prevail.
  5. **Violation.** The HOA may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws or Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the HOA may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

##### ARTICLES COMMON AREA

* 1. **Use of Common Areas.** Use of Common Areas is subject to the Provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors. No alteration or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Homes or Common Area that will increase the rate of insurance on the Common Area without the prior written consent of the Board.
  2. **Maintenance of Common Area.** The HOA shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, including, but not by way of limitation, all drainage systems, landscaping, irrigation systems, playground equipment, gazebo, picnic table, benches, common area lighting, and monumentation (including any permanent entry monumentation outside of common area tracts not maintained by public agency), fencing, pathways and any other Improvements that may be included in Common Area Tracts. The HOA shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition. Any improvements installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility.
  3. **Alteration to Common Area.** Only the HOA shall construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws, the Declaration and the Avigation Easements.
  4. **Funding.** Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. As provided in Section 12.6 the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.
  5. **Landscaping.** All landscaping on any Lot or portion of the Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Builder, Declarant or the ARC. The HOA shall maintain any landscaping on Common Area of the Mini-Park and Neighborhood Park as noted on Map #5 in the Exhibits. All

Greenbelts on the Map #5 will be preserved and serve as a natural barrier to adjacent properties. Any Owner maintained areas shall be kept free of weeds and diseased or dead lawn, tree, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis. Any improvements installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility.

* 1. **Condemnation of the Common Area.** If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the HOA. The HOA shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.
  2. **Damage or Destruction of Common Area.** In the event any Common Area is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the HOA to repair such damage. The HOA shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the HOA in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

##### ARTICLE6 ARCHITECTURAL REVIEW COMMITTEE

* 1. **Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, and materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. 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 responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant and Builder is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply . The provisions of Article 6 shall not apply to the Declarant or Builder, in accordance with Section 11.5 herein.
  2. **Architectural Review Committee, Appointment and Removal.** The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Declarant may appoint from time to time. Declarant reserves the right to appoint and remove all members of the ARC and all replacement thereto until one hundred percent (100%) of total Lots have been conveyed by the Declarant to new Owners, and during this period the Declarant may appoint a

single person to serve as the ARC. After such period, the Board of Directors shall appoint and remove members to the ARC. The terms of office for each member of the ARC shall be for one

(1) year unless lengthened by the Board at the time of appointment or unless a Board member serves on the ARC in which event the terms of the ARC member shall be the same as their term as a Board member . The Board may not appoint any more than one Board member to the ARC. All ARC appointees must be members of the HOA.

* 1. **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.
  2. **Duties.** The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt reasonable architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of the guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features that may be used in the project; provided, however that the Architectural Standards shall not be derogation of the minimum standards established by this Declaration.
  3. **ARC Decision.** The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval, which is solely the responsibility of the Owner.
  4. **ARC Discretion.** The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Park Village at Town Center subdivision. Consideration such as siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.
  5. **Nonwaiver.** Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC'S right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
  6. **Appeal.** At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC'S action and shall contain specific objections or mitigating circumstances

justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board most actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

* 1. **Effective Period of Consent.** The ARC'S consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.
  2. **Determination of Compliance.** The ARC shall inspect, from time to time, all work performed and determine whether it is insubstantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial compliance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.
  3. **Non-compliance.** If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing non­ compliance. The hearing shall be set not more than thirty (30) days from the date of the notice of non-compliance. At the hearing, if the ARC finds that there is no valid reason for the continuing non-compliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC'S determination. If the Owner does not comply with the ARC'S ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the HOA may (a) remove the non-complying improvement, (b) remedy the non-compliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.
  4. **Liability.** Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.
  5. **Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, 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 any Rules and Regulations either promulgated by the Board or the ARC, or

(b) such improvements do not so comply, in which event, the certificate shall also identify the non complying improvements and set forth with particularity the nature of such noncompliance. The Owner, his heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the HOA and all Owners, and all such persons deriving an interest through any of them.

##### ARTICLE 7

**PARK VILLAGE AT TOWN CENTER MAILBOXES**

* 1. **HOA Board Responsibility.** The Declarant or HOA Board or its agents shall be responsible for the organization and maintenance of the Park Village at Town Center mailbox keys. This will include providing a copy of the keys to new Home Owners and coordination with the local post office under the terms of the Mode Of Delivery Agreement signed March 3, 2004.
  2. **Home Owners' Responsibility.** The Home Owners will be responsible for the cost of copies and replacement keys, as well as changes to the mailbox locks.

##### ARTICLES

**CRIME PREVENTION PLAN**

* 1. **Neighborhood Watch Program.** The Park Village at Town Center HOA is registered with the National Sheriff's Association as having a Neighborhood Watch Program. This program

was created to unite local law enforcement agencies, private organizations and individual citizens in a massive effort to reduce residential crime. An Area Coordinator appointed by the

Board, as well as Block Captains manages the Park Village at Town Center Neighborhood Watch program. All managing member(s) is/are either the Declarant or Owners. Effective implementation also includes participation with all other Owners through communication and solid crime prevention practices as shared in Neighborhood Watch meetings, newsletters, and/or training programs.

* 1. **HOA Responsibility.** The Delcarant or HOA Board will be responsible for appointing an Area Coordinator to implement Neighborhood Watch activities. In addition, the Board will support successful partnerships with local law enforcement.
  2. **Area Coordinator.** The Park Village at Town Center Area Coordinator will be responsible for the successful implementation of the Neighborhood Watch program for the HOA. This will include, but not be limited to, appointing Block Captains, scheduling monthly meetings and trainings, maintaining effective communication with all Owners and local law enforcement, and utilizing the ideas and tools in the Neighborhood Watch Implementation Manual.

##### PARK VILLAGE AT TOWN CENTER HOME OWNERS' ASSOCIATION

* 1. **Members.** Each Owner shall be a mandatory member of the HOA. Membership in the HOA shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the HOA without any other act or acknowledgment. Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and Rules and Regulations and any amendments thereof.
  2. **Proxy.** Each Owner may cast his vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 65.222. An Owner may not revoke a proxy given pursuant to this section except by actual notice or revocation to the person presiding over a meeting of the HOA. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.
  3. **Voting Rights.** The HOA shall have two (2) classes of voting members,
     1. **Class A.** Class A members shall be all Owners of Lots other than the Declarant or person who has purchased such Lot for the purpose of construction of a residence and resale of such Lot and residence. Each Class A member shall be entitled to one (1)vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.
     2. **Class B.** The Class B member shall be the Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be convened to Class A membership upon the earlier of ("Termination Date"):
        1. **Upon Sale of Lots.** The date that Lots representing one hundred percent (100%) of Lots sold to Home Owners who have not purchased such lot for the purpose of construction of a residence and resale of such Lot and residence subject to this Declaration, including any recorded annexation of additional Lots; or

ii) **Outside Date.** The twentieth (20th) anniversary of the date of recordation of this Declaration; or

(iii) **Declarant's Earlier Election** At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitles to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed.

Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

* 1. **Procedure.** All meetings of the HOA, the Board of Directors. the ARC, and HOA committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vole. A tie vote does not constitute a majority or approval of any motion or resolution.

#### ARTICLE 10 DECLARANT CONTROL

* 1. **Interim Board and Officers.** The Declarant hereby reserves administrative

control of the HOA. The Declarant, in their sole discretion, shall have the right to appoint and remove members of the Interim Board of Directors which shall manage the affairs of the HOA and which shall be vested with all powers and rights of the Board of Directors. The Interim Board shall consist of from one to three members. Notwithstanding the provision of this Section, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all of the members of the Board.

* + 1. **Turnover Meeting.** The Declarant shall call a meeting for the purpose of turning over administrative control of the HOA from the Declarant to the Class A members within ninety (90) days after the Termination Date described in Section 9.3.
    2. **Notice of Meeting.** The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any Owner may do so.
  1. **Board of Directors.** At and following Turnover, the Board of Directors of the HOA shall be comprised of five (5) directors. The directors will be elected by a plurality of the total membership of the HOA. In the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of the Bylaws through appointment by the Board of Directors. Terms of office shall be staggered such that in the first election at the Turnover Meeting, as described in the Bylaws, two Directors shall serve a term of 3 years, two for 2 years and one for 1 year. Thereafter, each Director elected at an annual meeting shall serve for a period of three years.

#### DECLARANT'S SPECIAL RIGHTS

* 1. **General.** Declarant is undertaking the work of developing Lots and other improvements within Park Village at Town Center subdivision. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Article 11.
  2. **Marketing Rights.** Declarant or Builder shall have the right to maintain a sales office and one or more models on one or more of the Lots, which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant , Builder and

prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant or Builder may maintain a reasonable number of "For Sale" signs and other marketing, directional and construction signage at reasonable locations of the Properly, including, without limitation, the Common Area.

* 1. **Declarant's Easements.** The Declarant has reserved easements over the Property as more fully described in Article 3.4, Sections (c) and (d) hereof.
  2. **Appearance and Design of Park VIiiage at Town Center subdivision.** Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtains governmental consent required by law. The construction and material standards of Article 4 notwithstanding, Declarant may change exterior and/or interior designs from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.
  3. **Construction by Declarant.** All construction by Declarant or Builder is presumed to have been approved or granted waivers by the ARC and to meet any design guidelines of the HOA the Property, and has not limited Declarant's rights to add improvements not described in this Declaration.

#### ARTICLE 12

**FUNDS AND ASSESSMENTS**

* 1. **Purpose of Assessment.** The assessments levied by the HOA shall be used exclusivity to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Area, including maintenance provided by the HOA. Common Expenses of the nature described in this Section which are to be, or are, incurred by the HOA for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses".
  2. **Covenants to Pay.** Declarant, on behalf of each and every subsequent Owner of any Lot. covenants and agrees that each Lot will pay the HOA the assessments and any additional charges levied pursuant to this Article 12. The assessments collected by the HOA shall be held by the HOA for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Park Village at Town Center subdivision as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

#### Basis of Assessments and Commencement of Assessments.

* + 1. **Date of Commencement of Annual Assessments.** The annual assessments provided for below shall commence as to a Lot on the first day of the month following the conveyance of such Lot to a Person who has not purchased such Lot for the purpose of construction of a residence and resale of such Lot and residence. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. Lots, which have not been so conveyed, shall not be subject to the annual assessment. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Neither the Declarant nor the Builder will be responsible for making assessment payments on unsold lots.
    2. Notwithstanding Section I2.3(a), to the extent required by law, Reserve Fund Assessments described in Section 12.5 shall begin accruing on each platted Lot from the date the first Lot at the Property becomes subject to assessment under Section 12.3(a); provided, however, the Declarant may defer payment of any accrued assessment for a Lot under this Section 12.3(b) until the date such Lot is first conveyed to a purchaser other than Builder, Declarant or, or Declarant Assignees. The books and records of the HOA shall reflect the amount owing from Owners for all such Reserve Fund Assessments.
  1. **Annual Assessments.** Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Unless otherwise specified by the Board. annual assessments shall be due and payable in annual installments the first day of each month during the term of this Declaration.
     1. **Budget** Regardless of the number of Members or the amount of assets of the HOA, each year the Board shall prepare, approve and make available within thirty (30) days to each Member a pro forma operating statement (budget) containing the following:
        1. estimated revenue and expenses on an accrual basis;
        2. the amount of the total cash reserves of the HOA currently available for replacement or major repair of the Common Area and for contingencies;
        3. an itemized estimate for the remaining life of, and the methods of funding

to defray repair, replacement or additions to major components of the Common Area; and

* + - 1. a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Area.

For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessment to be levied against the Owner's Lot, not less than thirty (30) days prior to the annual billing period.

* + 1. **Allocation of Assessments.** The total amount in the budget shall be charged equally against all platted Lots as annual assessment, except as may be provided for in a Declaration of Annexation as described in Article 2. In determining the number of Lots among which to allocate assessments, and in calculating the per­ Lot assessment in effect from time to time, the Board may use any method the Board deems reasonable, including without limitation averaging the number of Lots estimated to become subject to assessment during a year, and the Board may at its option re-compute the budget or per-Lot assessment from time to time for a fiscal year based upon additional Lots subject to assessment.
    2. **Non-Waiver of Assessments.** If before the expiration of any fiscal year the HOA fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new assessment is fixed.
  1. **Reserve Funds.**
     1. **Reserve Fund for Replacing Common Area Improvements.** Declarant

shall, in addition, establish a reserve fund in the name of the HOA for replacement, in whole or in part, of the Common Area and any improvements located in, on, or under the Common Area for which the HOA is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years, including any exterior painting if the Common Area includes exterior painted surfaces. The reserve account need not include those items that could reasonably be funded from the maintenance fund. For purposes of funding the reserve fund, the HOA shall impose assessments to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. However, nothing shall limit the authority of the HOA to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund

Assessment and that relate to only a particular type or category of Lot, as opposed to Reserve Fund Assessments, which relate only to the Common Areas. The reserve fund shall be kept separate from other funds and may be used only for

maintenance, repair, and replacement of Common Area Improvements for which reserves have been established as specified in this Section. However, after the turnover meeting, the Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. However, such funds borrowed shall only be borrowed from the reserves for the respective needs. By way of example only, if funds are borrowed from the Common Area Reserve Fund Assessments, they can only be used to meet current needs for Common Area expenses. Such funds borrowed from any Reserve Account to meet temporary expenses under this Section shall be repaid from regular annual or special assessments against the Lots. The HOA shall administer the reserve fund and shall adjust at least annually the amount of the periodic payments into it to reflect changes in current replacement costs over

time. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the reserve fund shall constitute an asset of the HOA and shall not be refunded or distributed to any Owner.

* + 1. **Reserve Study.** The Board of Directors shall annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund described in Section 12.S(a) above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and

(d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

* 1. **Special Assessments.** The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:
     1. **Deficits in Operating.** To correct a deficit in the operating budget, by vote of a majority of the Board;
     2. **Breach of Documents.** To collect amounts due to the HOA from an Owner for breach of the Ownefs obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;
     3. **Repairs.** To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

(e) **Capital Additions.** To make capital acquisitions, additions or improvements, by vote of at least fifty-one percent (51%) of all votes allocated to the Lots, except that for this purpose only, the Class B Member shall have only one (1) vote per Lot

owned, and provided further that any such action shall require the approval of Declarant so long as Declarant owns a Lot.

* 1. **Accounts.**
     1. **Types of Accounts.** Assessments collected by the HOA must be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 12.4 (b) will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account.

Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the HOA's Reserve Account shall require the signatures of two (2) Directors,

* + 1. **Reserve Account.** The HOA shall pay out of The Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. No funds collected for the Reserve Account may be used for ordinary maintenance and operation purposes, unless repaid within six (6) months of withdrawal, or as approved by a majority of Owners.
    2. **Current Operating Account.** All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.
  1. **Default in Payment of Assessments, Enforcement of Liens**
     1. **Personal Obligation.** All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all HOA assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the HOA to recover such assessments without either waiving or foreclosing the HOA's lien.
     2. **HOA Lien.** At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent, the HOA, by and through its Board or any management agent, may file a notice of lien in the deed records of Lane County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the HOA, until such amounts are fully paid. The

provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the HOA's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The lien of the HOA shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed

of trust or land sale contract recorded prior to the HOA's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded prior to the HOA's notice of lien.

* + 1. **Interest; Fines; Late Fees; Penalties.** The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of his Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such imposition shall be considered assessments, which are alienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Section 6.8.
    2. **Acceleration of Assessments.** In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the HOA, upon not less than ten (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.
    3. **HOA's Right to Rents/Receiver.** In any foreclosure suit by the HOA with respect to such lien, the HOA shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver.
  1. **Waivers and Offsets.** No owner may claim exemption from liability for contribution toward common expenses by waiver by the owner of the use or enjoyment of any of the Common Property or by abandonment by the Owner of the Owner's lot or unit. In addition, an Owner may not claim an offset against assessment for failure of the HOA to perform its obligations.

#### ARTICLE 13 GENERAL PROVISIONS

* 1. **Records.** The Board of Directors shall preserve and maintain minutes of the meetings of the HOA, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall 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 upon the account, and the balance due on the assessments. The minutes of the HOA, the Board and committees, and the HOA's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the HOA for providing copies.
  2. **Indemnification of Directors, Officers, Employees and Agents.** The HOA shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the HOA) by reason of the fact that he is or was a Director, officer, employee or agent of the HOA or is or was serving at the request of the HOA as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner to be reasonably

believed to be in, or not opposed to, the best interest of the HOA, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suite or proceeding by judgment, order, settlement conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonable believed to be in, or not opposed to, the best interest of the HOA, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suite or proceeding as and when incurred, subject only to the right of the HOA to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the HOA as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the HOA who participated with or benefited from the acts which created said liability.

* 1. **Enforcement of Attorneys' Fees.** The HOA and the Owners within the Property or any mortgagee on any Lot shall 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 pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the HOA or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event the HOA shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the HOA

...

all costs and expenses incurred by the HOA 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.

* 1. **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court older shall not affect the other provisions hereof and the same shall remain in full force

and effect.

* 1. **Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%} of the first mortgages. Provided however, amendments, which do not constitute rescission of the planned development may be adopted as provided in Section 13.6 below. Additionally, any such rescission that affects the Common Area shall require the prior written consent of the City of Florence.
  2. **Amendment.** Except as otherwise provided in Sections 13.5, 13.8, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%} of the total votes for all Lots subject to this Declaration, except that for this purpose only the Class B Member shall have only one (1} vote per Lot owned. No amendment of this Declaration shall affect an amendment o f the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act. Notwithstanding the foregoing, Declarant or its designee may from time to time enact and record Supplemental Declarations that encumber specific Lots within the Property that are then owned by Declarant or such designee, provided that the effect of such Supplemental Declarations is to supplement and not to amend this Declaration. Provided further, so long as the Declarant owns any Lot, no amendment affecting the general plan and development or any other right of the Declarant herein contained may be affected without the express written consent of the Declarant or its successors and assigns.
  3. **Release of Right of Control.** The Declarant may give up its right of control in writing at any time by notice to the HOA.
  4. **Unilateral Amendment by Declarant.** The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United Stales, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United Slates or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member.
  5. **Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governing Park Village at Town Center subdivision, such conflict shall be resolved by looking to the following documents in the order shown below:
     1. Declaration of Covenants, Conditions and Restrictions;
     2. Articles of Incorporation;
     3. Bylaws,
     4. Rules and Regulations.

#### ARTICLE 14

**HOA COVENANT AND INDEMNIFICATION AGREEMENT FOR ENFORCEMENT OF THE AVIGATION EASEMENT**

14.1 **Covenant and Indemnification Agreement.** The Park Village at Town Center Homeowners Association, Inc. ("the HOA") hereby irrevocably promises that it will be responsible for and shall enforce the terms of the Avigation Easement, Agreement and Disclosure Statement between Hickson Development Group, Inc. and the City of Florence, dated February 12, 2004, and the Avigation Easement, Agreement and Disclosure Statement between James V. Genereaux and Susan J. Genereaux and the City of Florence, dated February 13, 2004 ("The Easements").

To the extent legally possible, the HOA shall indemnify and hold the City of Florence ("the City"), its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by the HOA and the HOA's employees, agents, officers and contractors in connection with the HOA's obligations concerning the HOA's responsibility to enforce the Easements. In the event any such action or claim is brought against the City, the HOA shall, upon the City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the HOA jointly, and reimburse the City for any loss, cost, damage or expense (including legal

fees) suffered or incurred by the City. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that the City may have under any statute, under the common law, or under the Easements.

This Covenant and Indemnification Agreement shall continue for the benefit of the City of Florence for so long as Park Village at Town Center Homeowners Association, Inc. is in existence and for as long as the Easements are in effect.

Dated this,2J. day of *tJ/rt*/ I **2004**

BY: Park Villa eat Town Center Homeown Association, Inc.

*LJ.LA ..L./..1.f... {..!Y:'*

up,. Inc. - HOA Declarant Pamela J. Hickson, President

### State of Oregon

County of Lane ) S.S.

On this 2nd day of April , 2004, before me Chienne Wilkins , a notary public, personally appeared Pamela J HicksoniManaming Member(s) of

. P.res1cte

Hickson Development Group personally known to me to oe e person(s) whose

name(s) are subscribed to this instrument, and acknowledged that they executed this same in ms/her/tAe4i authorized capacity(ies) and that by /her/ signature(s) on the Instrument the person(s) or the entity upon behalf of which the person acted, executed t

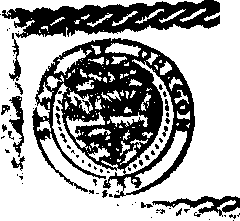
Oregon

# s

E A L

C\_h\_ie\_n\_ne\_W\_i\_lk\_i\_ns ,Notary Public for 0re9on

My Commission Expires on Ma\_y 19, 2006



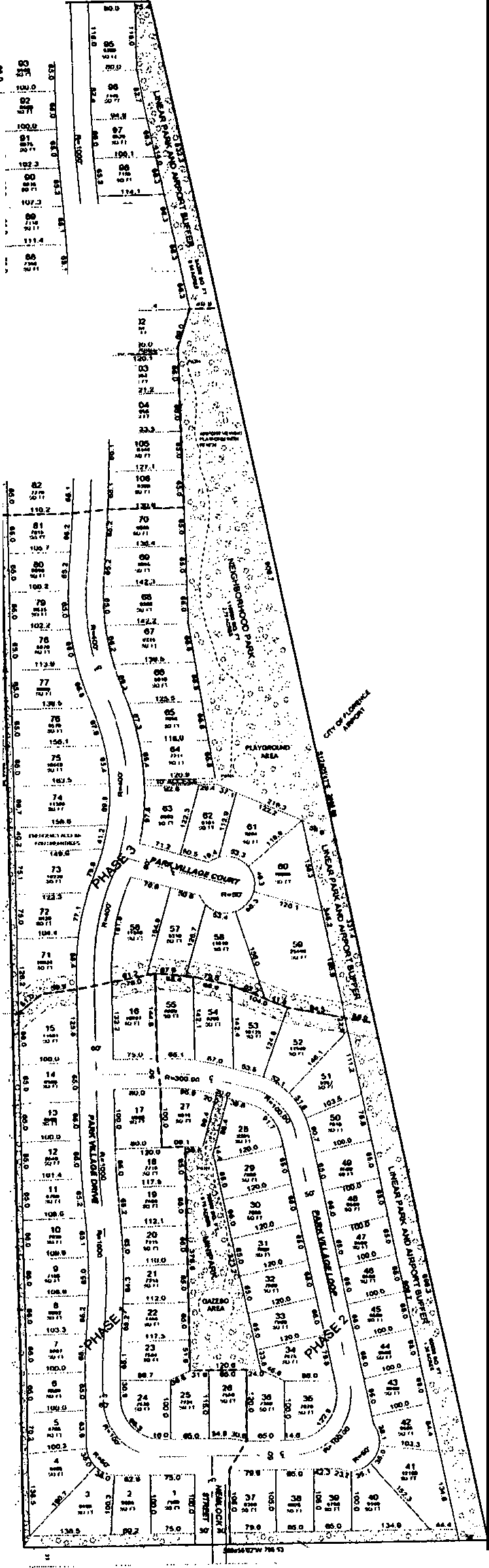
OFFICIAL SEAL **CHIENNE WILKINS** NOTARY PUBLIC • OREGON COMMISSION NO. 357878

MY COMMISSION EXPIRES MAY 19. 2006

**Exhibit A**

Parcel #1, Land Partition Plat 2003-P1743, as platted and recorded December 23, 2003, Recorder's Reception #2003-122489, Lane County Oregon Official records.

PRELIMINARY SUBDIVISION PLAN



.r:, '

..

*Jo.,,*

- ··

,":,;-,

\_. J.'

*:.*

i ;,

·, !

*..u.1•*

87

ii I -

**tw** ';;.

... -(I

;, E

... ,.,

-- *.i*!

*'':;'·.*

*:,."'t',*

" -ft

-,·.-.

I

""

!ilU - ',·}..,.,,'

• '•-·· lO'GAEENBELT, .. 11150 n

**PARK VILLAGE AT TOWN CENTER**

JAMES ANO SUSAN GENEREAUX '851NORTH LOFTUS ROMJ FLORENCE, OREGON 97-439

5-41-997-2885

SURVEYOR

LOCATION WATER SEWAGE POV.JER;

TELEPHONE

EUGENE M. \/\088£. P.LS• W.R E

\l¥08B£ & ASSOCIATES. INC

510 KINGWOOD ST IP 0. BOX 3093

FLORENCE, OR 97439

18-12-27-1. TL 101 CITY *OF* FLORENCE CITY OF FLORENCE

CENTRAL LINCOLN P.U.0. QWEST

JUNE 28, 2002

*•t •*'J• r•o• -1

I *!?. -* ?. .s · 10·11 I

POPUl.JIITlo,,I O 2 02PER HOIJS£HOU)UNIT (lOOOCENSUS · Ft.ORENCt;) = ll4

**MAP#S**

SUBDIVISION WITH PHASES

STOOMWA"IEJ,lctw.El ANDf.ASEMENT

!

l

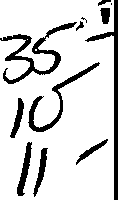
Oll,tliNS10N$ ISH<- HtiJH;ON l',PI;: PPFI IMINANY ON! Y

.u,o ARE SUBJECT 10 OiANGE. ON FINAi. MAP

-::Ji *qq*,,,*3500)0--C-*

,..,ter Recording Return To

First American Title

f ' PO Box **10146**

Eugene, OR 97440

PARK VILLAGE AT TOWN CENTER HOME OWNER'S ASSOCIATION

CONDITIONS, COVENANTS & RESTRICTIONS

### Original Declaration Recorded in Lane County, Oregon, April 5, 2004 Document # 2004-024188

COVER PAGE FOR:

2005 SERIES 1

2005 SERIES 1

2008 SERIES 1

2005 SERIES 1: Three Pages

"PARK VILLAGE AT TOWN CENTER HOMEOWNER'S ASSOCIATION"

FINES

2006 SERIES 1: One Page

"PARK VILLAGE AT TOWN CENTER HOMEOWNER'S ASSOCIATION" ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL REVIEW STANDARDS FOR LANDSCAPING PLANS

2008 SERIES 1: Two Pages

"PARK VILLAGE AT TOWN CENTER HOMEOWNER'S ASSOCIATION" AMENDMENTS TO THE C.C.&R'S

AFFECTED PROPERTY

**PARK** VILLAGE AT TOWN CENTER PHASE I

Recording Document# 2004-033295, Dated 05/05/2004.

PARK VILLAGE AT TOWN CENTER PHASE II

Recording Document# 2005-020663, Dated 03/25/2005.

PARK VILLAGE AT TOWN CENTER PHASE III

Recording Document# 2006-018816, Dated 03/21/2006.

PARK VILLAGE AT TOWN CENTER PHASE IV

Recording Document# 2006-090364, Dated 12/19/2006.

AFTER RECORDING RETURN TO:

**PARK** VILLAGE HOME OWNER'S ASSOCIATION

PO BOX 2774, FLORENCE, OREGON 97439

**~~Division~~ ~~of Chief~~ ~~Depuly~~ ~~Clerk~~  Lane Counly Deeds and Records** 2009-008 9J

II 56 00

111111111111111I I I I IIII I I II IIII II IllII IIII Ill $ '

**01053736200900084930070070**

**RPR-AMEN Cnl=l Sln:6 CAf3{i / J9 09:15: 47** AM

**$35.00 $10.00 $11.00**



**PARK VILLAGE AT TOWN CENTER HOMEOWNERS' ASSOCIATION POLICY RESOLUTION 2005, Series 1**

**FINES**

WHEREAS, Article 12, Section 12.8, c of the Declaration of the Park Village at Town Center Homeowners' Association (hereinafter "Association") grants the Board of Directors the ability to levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the Association;

AND WHEREAS the Board of Directors wishes to clarify the amount of fines which may be imposed and the procedure for imposing the same.

IT IS HEREBY RESOLVED THAT, such fines shall be levied in accordance with the provisions of this resolution.

1. *Fines*

The Board of Directors (hereinafter "Board") is authorized to levy fines for violations of the declaration, bylaws, rules and regulations pursuant to the following schedule of amounts, and upon complying with the following procedure.

1. *Fine Procedure*
   1. *Informal Notice*

The Board or its designee or agent may notify Lot Owners of violations of the declaration, bylaws, rules and regulations of the Association by Lot Owners, their guests, family or renters, informally by telephone, personal contact, or otherwise. The Board views it to be desirable to attempt to resolve such issues quickly and with a minimum of time and expense to the Association and to the Lot Owners. The Board; however, is not required to provide such informal notice and failure to receive such informal notice is not a basis for disputing a fine.

* 1. *Formal Notice*

The Board shall initiate the formal fine procedure by sending a Notice of Violation and Intent to Fine substantially in the formal attached hereto by certified mail, return receipt requested.

* 1. *Board Hearing*

A Lot Owner receiving a Notice of Violation and Intent to Fine shall have thirty (30) days from the date of its receipt to appear before a regularly scheduled meeting of the Board and demonstrate why such fine should not be levied.

* 1. *Fine*

If the Lot Owner fails to appear at a meeting of the Board, within the specified time, or fails to demonstrate that such fine should not be levied to the satisfaction of the Board, the Board may· levy a fine against the Lot Owner. Such fine shall be treated as an assessment for all purposes in accordance with the Declaration. In the event the Board levies a fine, it shall provide written notice of such action to the affected Lot Owner.

* 1. *Continuing Violations*

The Board shall specify at the time the fine is levied whether the fine is for a continuing violation.

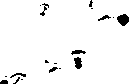
A Lot Owner fined for a continuing violation shall be responsible for demonstrating to the Board, or its designate, that the violation has ceased. Fines for continuing violations shall continue to accrue until the Lot Owner has demonstrated, to the Board's satisfaction, that the violation has ceased.

AFTER RECORDING RETURN TO:

PARK VILLAGE HOMEOWNERS' ASSOCIATION PO BOX 2774, FLORENCE, OREGON 97439

Fines Resolution #2005, Series 1

/,



:. *Schedule of Fines*

1.1 *Fee Schedule*

The Board may impose a fine of up to 50 Dollars ($50) for each violation of the provisions of the declaration, bylaws, rules or regulations of the Association. Continuing violations of these provisions may be assessed additional fines of up to 50 Dollars ($50) per month for as long as the violation continues.

* 1. *Interest*

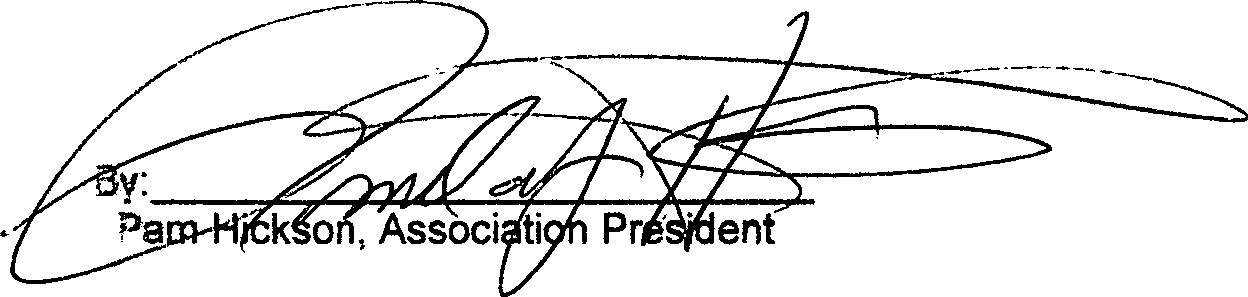
interest on the unpaid amount, of any fines or assessment, shall accrue at the rate of 12 percent

f12%) per annum.

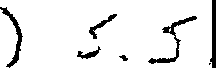
The Board's ability to impose a fine in no way limits its authority to seek other or additional remedies for violations of the declaration, bylaws, rules or regulations of the Association as provided therein or as provided by state law.

Adopted by the Board on the J1h day of January 2005.

Park Village Homeowners' Association

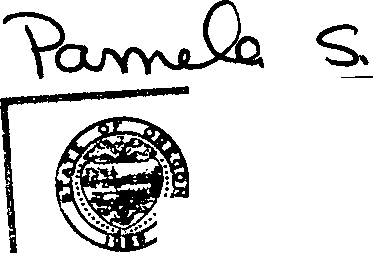


STATE OF OREGON



':ounty of Lane

,his instrument was acknowledged before me on January 2u,Tl+- 2009, by - -- --

Pam Hickson as Association President on behalf of said association.

OFFICIAL SEAL

**PAMELA S CARD**

NOTARY PUBLIC - OREGON

.- COMMISSION NO. 398754

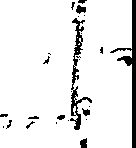
MY COMM,ISSION EXPIRES DEC.22, 2009

AFTER RECORDING RETURN TO:

!?ARK VILLAGE HOMEOWNERS' ASSOCIATION PO BOX 2774, FLORENCE, OREGON 97439

Fines Resolution #2005 Series I

*2.*





*at town center*

**Home Owner's Schedule of Fees**

adopted 1/7/05

* + 1. **Late Fee.** 1% assessed monthly for each month assessment remains unpaid after due date.
    2. **Violation of any rule/regulation** in **Covenants, Conditions, and Restrictions (Articles 4 and *5).*** $50 per incident of violation. In addition, a $50 per month fee may be assessed for each month that homeowner remains in violation of said rule/regulation.

*3.*

Park Village at Town Center Architectural Review Committee Policy Resolution #2006-Series 1

Architectural Review Standards Landscaping Plans

WHEREAS, Section 6.2 of the Park Village at Town Center Conditions, Covenants and Restrictions (C.,C.&Rs) states the following:

" ... The ARC (Architectural Review Committee) from time to time and at its sole discretion may adopt reasonable architectural rules, regulations and guidelines ("Architectural Standards")... ",

AND WHEREAS, Section 6.1 of the Park Village at Town Center CC&Rs states the following:

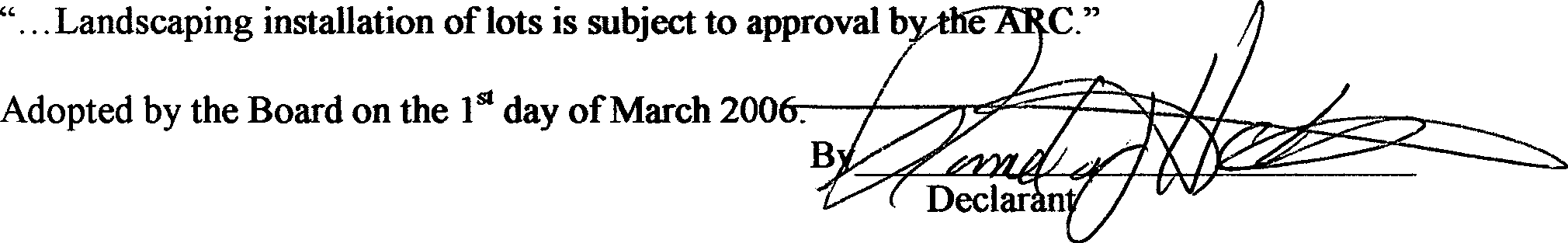
" ... It is the intent and purpose of this declaration to assure quality workmanship and materials and assure harmony of exterior design with the existing improvements and landscaping... ",

AND WHEREAS, Natural vegetation and/or landscaping is needed on the homeowners' lots that can be seen from the street right of way to keep with the aesthetic appearance of the neighborhood,

IT IS HEREBY RESOLVED THAT the following minimum architectural review standards shall be adopted by the Park Village at Town Center ARC:

1. Natural landscaping-barked yard with 10-12 perennial vegetation plantings to include, but not be limited to, the following: Rhododendrons, Azaleas, flowering or Pine trees; and/or
2. Green lawn; and/or
3. Dry Creek Beds with other plants (see 1 above); and/or
4. Other landscaping as approved by the ARC (see below).

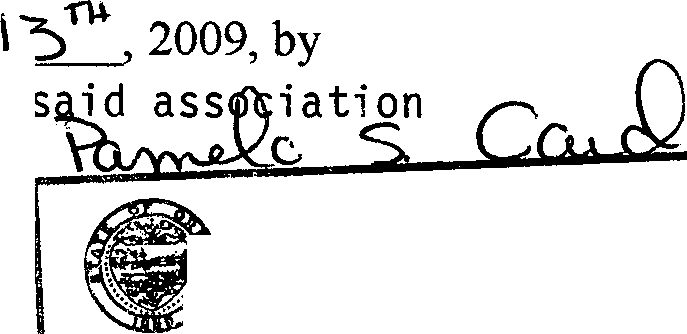
All landscaping plans are to be submitted to the ARC for approval. Section 4.Sa of the Park Village at Town Center CC&Rs states the following:



STATE OF OREGON ) *s, 5.*

County of Lane

This instrument was acknowledged before me on January ,'-=-\_,



Pam Hickson as Association President on behalf of s id ass

**After recording return to:**

**Park Village Homeowners Association**

OFFICIAL SEAL

**PO Box** 2774, **Florence OR 97439**

-. **PAMELA S CARD**

*)* NOTARY PUBLIC - OREGON

·· COMMISSION NO. 398754

MY COMMISSION EXPIRES DEC.22, 2009