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\$135.00 \$10.00 \$5.00 \$8.00 \$11.00 **Total:\$193.00**
\$20.00 \$4.00



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I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

ANDREWS PLACE, PLANNED UNIT DEVELOPMENT

DECLARATION

JACKSONVILLE, OREGON

Developer:

Owings Property LLC

DECLARATION

For

ANDREWS PLACE

A Planned Unit Development

THIS DECLARATION is hereby made and executed in Jackson County, Oregon, this 17th day of March, 2016, by Thomas Owings, Principal of Owings Properties LLC, the developer of ANDREWS PLACE, A CLASS I PLANNED UNIT DEVELOPMENT, and who is hereinafter referred to as "Declarant":

WHEREAS, The City of Jacksonville, Oregon, has reviewed and issued its approval for a Final PUD Plan and Final Plat for a 16-lot (including two private roads, and a common open space), 15-unit single family housing project, developed in a Planned Unit Development format by virtue of the applicable zoning districts (Hillside Residential) and the proposed uses, and,

WHEREAS, the development is a Class I planned community, as provided under the provisions of ORS 94.550, i.e., by having over 13 lots and has an estimated assessment of \$100.00 per lot required for reserves under ORS 94.595, and,

WHEREAS, the Declaration provides for the creation of an Owner's Association (The Andrews Place Property Owners Association), consistent with ORS 94.625, being subject to ORS 94.550 through 94.783, and acknowledges the bylaws of the Association are duly recorded under the provisions of ORS 94.625, and,

WHEREAS, the Declarant has provided for certain conditions, covenant and restrictions for the Planned Unit Development, as contained herein, and,

NOW, THEREFORE, DECLARANT HEREBY DECLARES:

1. That the real property, lots and parcels described on the plan attached as Exhibit "A", is held and conveyed to private individuals (15 lots) or the Owner's Association (Private Roads and Common Area Tract "A"), upon the approval of Final Plat and PUD Plan by the City of Jacksonville, Oregon, subject to:

A. The dedications, easements, and conditions as set forth on the plat, and,

B. The following Conditions, Covenants and Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and providing a meaningful and reasonable provision for operations, maintenance and upkeep of the overall project, and to insure the health, safety and welfare of the owners within the development, consistent with the applicable provisions of Section 18.23.020 of the City of Jacksonville Land Development Code.

2. The Conditions, Covenants and Restrictions constitute covenants to run with the land and binding upon all persons or entities claiming under them; also these conditions, covenants and restrictions inure to the benefit and limitations upon all future owners of said property or of any interest therein.

**ARTICLE I:
DEFINITIONS**

As used in this Declaration, the following terms are defined as follows:

- (a) "Association" means an association of owners of real property in the ANDREWS PLACE PLANNED UNIT DEVELOPMENT, the formal title of which is the "Andrews Place Property Owners Association".
- (b) "Majority of owners" means the owners of more than fifty percent (50%) of the lots in the Planned Unit Development.
- (c) "Planned Unit Development" means ANDREWS PLACE PLANNED UNIT DEVELOPMENT, a 16-lot (including common area), 15-unit residential development located in Jacksonville, Oregon, and operated in a manner consistent with ORS 94.600.
- (d) "Common Area" means all real property now or hereafter owned by the Association exclusively provided for the common use and enjoyment of the members of the Association, unless otherwise stated in the Conditions and Restrictions.
- (e) "Lot" means and refers to any separately designated plot of land shown upon the recorded Final Plat map of the property with the exception of the Common Area.
- (f) "Member" means and refers to every person or entity that holds a membership in the Association.
- (g) "Owner" means and refers to the record owner, whether one or more persons or entities, of all or any part of said property, except in the case of sales under a land sales contract, in which case owner means the contract purchaser. However, this definition excludes those having such interest merely as security for the performance of an obligation.
- (h) "Declaration" or "Covenants" or "CC&Rs" means and refers to the Conditions, Covenants and Restrictions applicable to the property, and contained in a Declaration made by the Developer.

(i) "Declarant" means and refers to Tom Owings, the developer, and his successors, heirs, personal representatives and assigns, only if such successors in interest acquire more than one undeveloped lot or building site from the Declarant for the purpose of development or resale.

(j) "Mortgage" means a Deed of Trust or Contract of Sale as well as a Mortgage.

(k) "Mortgagee" means a beneficiary under a Trust Deed or a vendor (seller) under a contract of sale.

(l) "Plan" means the Final PUD Plan for ANDREWS PLACE PLANNED UNIT DEVELOPMENT, a 16-lot (including common areas and open space), 15-unit single family residential development, as approved by the City of Jacksonville, Oregon.

(m) "Reserve Area" means and refers to a separately designated plot of land shown upon the recorded Final Plat, as approved by the City of Jacksonville, Oregon, held in an undivided 100% interest by the Declarant or his successors, heirs and assigns, for future development. The Reserve area is laid out so as to conform to the plats of subdivisions and partitions that have been developed, or may be developed in the future, consistent with ORS 92.090(2). This tract will have limited access until future development.

(n) "Tenant" means any person leasing, renting, purchasing or living within ANDREWS PLACE PUD, their successors, heirs and assigns.

ARTICLE II: APPLICABILITY

Every person or entity who is a record owner or tenant of land under the terms noted above of any lot or parcel within the development is subject to the following Bylaws, Conditions, Covenants and Restrictions, which are established for the welfare, safety and value of the properties described herein.

**ARTICLE III:
ASSOCIATION MEMBERSHIP AND VOTING**

Section 1: Membership in the Association: Any purchaser of any one of the 15 lots automatically, upon becoming the owner of a lot, is a member of the Andrews Place Property Owners Association, and remains a member of said Association until such time as his ownership ceases for any reason. Lot ownership is determined, for all purposes of the Declaration and the administration of the property, from the record of ownership maintained by the Association. The record is established by the owner filing with the Association a copy of the deed to his lot, bearing the certificate of the recording officer of Jackson County, Oregon, showing the date and place of recording of such deed. No person is recognized as a lot owner unless a copy of the deed is filed with the Association, as provided above, showing that person is the current owner of the lot. Notwithstanding the foregoing, the Developers are the voting members for all lots for which no deed has been filed with the Association indicating the ownership of the lot has changed from the Developer to a new owner.

Section 2. Voting: The total number of votes of all voting members within the project is 15, and the vote of each voting owner, including the Developers, is equal to the number of lots owned in the development as set forth in the Declaration. If a voting owner owns or represents more than one lot, that owner has votes corresponding with each lot owned or represented.

Section 3: Designation of Voting Owners: There is one "voting owner" for each lot, whether owned individually or jointly. The voting owner is designated by the record owner or owners of each lot by written notice to the Association, and in certain cases, is not a record owner. If the designation is to a first mortgagee, the designation is in the form of an irrevocable proxy; if otherwise, it is in the form of a proxy revocable at any time by actual notice to the association noting the transfer, sale, death, or judicially declared incompetence of any lot owner, or by written notice to the Association signed by the record owner or owners of any lot. Such powers of designation and revocation is exercised by the guardian of a record owner's estate, or by his conservator, or in the case of a minor having no guardian, by the parent entitled to custody, or during the administration of a record owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made, or where a designation is made and revoked and no new designation is made, the voting owner of each lot is the group

composed of all of its record owners; any or all of such owners may attend any meeting of the voting owners in person or by proxy. If those present act unanimously, they may vote or take any other action as a voting owner.

Section 4. Association Responsibilities: The Association has the responsibility of administering the common areas of the project, approving the annual budget, establishing and collecting monthly assessments, including pro-rata shares of blanket insurance premiums, and arranging for, if necessary, the management of the property by a management agent pursuant to an agreement, containing provisions relating to the duties, responsibilities, obligations, removal and compensation of the management agent.

ARTICLE IV: MEETING OF LOT OWNERS

Section 1. General: The lot owners will act at a meeting duly called on notice in accordance with these Bylaws at which a quorum is present.

Section 2. Quorum, Action at Meetings, Adjourned Meetings: At any meeting of the Association, lot owners owning more than a majority of the lots present, in person or by proxy, constitute a quorum; the concurring vote of a majority of such lot owners present and constituting a quorum is valid and binding upon the Association, except as otherwise provided by law, these Bylaws, or the Declaration. If less than a majority of the lot owners are represented at a meeting, a majority of the lot owners so represented at the meeting may adjourn the meeting from time to time without further notice. At such adjourned meeting, at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. The lot owners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawals of lot owners to leave less than a quorum.

Section 3. Place of Meetings: The offices of the Declarant, or any such other place as the Board of Directors designate, is the place of meeting for all annual and special meetings of the Association.

Section 4. Transitional Advisory Committee and Turnover by Declarant: As provided for in ORS 94.604, the Declarant forms a transitional advisory committee to provide for the transition of

administrative responsibility of the property from Declarant to the Association, consistent with ORS 94.600. The committee follows the procedure set forth in said statute. Pursuant to the provisions of ORS 94.609, the Declarant calls a meeting for the purpose of turning over the administrative responsibility of the Planned Community to the Association, not later than one hundred and twenty (120) days after lots representing two-thirds (2/3) of the votes are conveyed. ORS 94.616 provides for a turnover meeting, and establishes the procedures used by the Declarant and the Association in the conduct of the turnover meeting and the responsibilities of each in complying with the statute. All of the statutory procedures and requirements pertain to the transition.

Section 5. Annual Meeting: The annual meeting of the lot owners is the third Saturday of January of each year, at 7:00 PM, for the purpose of electing the Directors whose terms expire on the date of the annual meeting, and for conducting such other business as is properly before the Board at such meeting.

Section 6. Special Meetings: Special meetings of the Association are called by the Chairman or by a majority of the Board of Directors for any purpose, and are called by the Chairman at the request of not less than twenty percent (20%) of the lot owners entitled to vote at the meeting.

Section 7. Notice of Meetings. Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, is delivered not less than ten (10) nor more than fifty (50) days prior to the meeting, either personally or by mail, by or at the discretion of the chairman, the secretary, or the officers or persons calling the meeting, to each lot owner entitled to vote at such meeting. If mailed, such notice is deemed delivered when deposited in the United States Mail, addressed to the lot owner at his last known address on the record of the Association, with postage thereon prepaid.

Section 8. Proxies: At all meetings of the Association, a lot owner may vote by proxy executed in writing by the lot owner or by his duly authorized attorney in fact. Such proxy is filed with the secretary of the Association before or at the time of the meeting.

Section 9. Informal Action by Lot Owners: Any action required to occur at a meeting of the Association, or any other action which may occur at a meeting of the Association, is taken without a meeting only if such action is consented to, in writing, by all of the lot owners entitled to vote on such action.

**ARTICLE V:
BOARD OF DIRECTORS**

Section 1. Initial Board of Directors: The initial Board of Directors consists of two members, Thomas Owings and Michael P. Thornton or their assigns, who serve until their successors are elected and qualified.

Section 2. Election of Directors; Terms of Office: The initial Board of Directors as noted above, or their successors, serve as the Board of Directors and govern all affairs of the Association until such time as two-thirds (2/3) of all lots in the project are sold, and until the turnover meeting as provided in these Bylaws. If the developers are lot owners, they may remain on the Board to serve out their remaining term of office. Terms: One (1) of the two initial directors serves on the Board until the third annual meeting following the initial election; the other serves until the second annual meeting.

A third director is nominated and elected at the first annual meeting, that term to run for three years. At the expiration of the term of each director at the annual meetings, the lot owners elect a successor, which can be the director whose term is expiring, to serve until the third annual meeting following his election, or until his successor is elected and qualified. All elected officers are parcel/lot owners.

Section 3. Powers and Duties: The Board of Directors govern the affairs of the Association, and have such powers and duties as are necessary for governing the affairs, including, but not limited to, the following:

- (a) The Board is responsible for the maintenance, upkeep, and repair of the Common Property. In performing this responsibility, the Board may employ such personnel to perform such services as necessary, on such terms and for such compensation as it may determine.
- (b) The Board may employ a Management Agent, at such compensation as the Board may determine, to perform such duties and services as the Board deems appropriate, including without limitation the duties of the Board set forth in these Bylaws. The Developer may appoint the first Manager. All compensation paid to the Management Agent constitutes a common expense.

(c) The Board may determine and collect from each lot owner the assessments provided herein, and may enforce any and all rights the Association may have for such collection, including without limitation any lien on the unit owners for common expenses.

(d) The Board may, from time to time, adopt and or amend rules and regulations governing the details of operation and use of the common elements.

Section 4. Vacancies on Board of Directors: Any vacancy occurring on the Board of Directors is filled by the affirmative vote of a majority of the remaining directors by no less than a quorum of the Board of Directors. A director elected to fill a vacancy is elected for the unexpired term of his predecessor in office. Any directorship filled by reason of an increase in the number of directors or by reason of the removal of one or more directors is filled by election at an annual meeting or at a special meeting of the lot owners called for that purpose.

Section 5. Removal of Directors: Any or all of the directors are removed with or without cause at a meeting expressly called for that purpose, by a vote of a majority of the lot owners entitled to vote at an election of directors. A successor is then, or at any other annual or special meeting, elected to fill the vacancy thus created for the remainder of the term vacated. Any director who ceases as a lot owner ceases being a director.

Section 6. Organizational Meeting: Immediately following the turnover meeting of the lot owners, the newly elected directors meet for the purpose of election of officers, and the transaction of such other business as is appropriate. No separate notice of such meeting is required.

Section 7. Regular Meetings of the Board: Regular meetings of the Board of Directors is held at such time and place as determined, from time to time, by a majority of the directors, but at least four (4) such meetings are held during each calendar year. Notice of regular meetings is given by the chairman or secretary to each director, either personally or by mail, email, or telephone at least three (3) days but not more than thirty (30) days prior to such meeting, which notice states the time, place, and purpose of the meeting.

Section 8. Special Meetings of the Board of Directors: Special meetings are called by the

chairman or by any two (2) directors upon three (3) days notice, such notice given either personally or by mail, email, or telephone, and stating the time, date, place and purpose of the meeting.

Section 9. Board of Directors Quorum: At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors in attendance at said meeting is the acts of the Board of Directors. If, at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice until a quorum is seated. At any adjourned meeting, any business allowed at the meeting as originally called is allowed without further notice.

Section 10. Presumption of Assent: A director who is present at a meeting of the Board of Directors, during which action on any matter is taken, is presumed to have assented to the action taken unless the director's dissent is entered into the minutes of the meeting, or filed in writing with the person acting as secretary of the meeting, before the adjournment thereof, or is forward such dissent by certified mail to the secretary within twenty-four (24) hours of the adjournment of the meeting. Such right to dissent does not apply to a director who voted in favor of such action.

Section 11. Compensation of Directors: The directors and officers are not entitled to any compensation for serving the association in any of these capacities.

ARTICLE V: OFFICERS

Section 1. Designation: The principal officers of the Association are Chairman, Vice Chairman, Secretary and Treasurer, all of whom are elected by and from the Board of Directors. The Board may appoint an assistant treasurer, and an assistant secretary, and any other such officers as in their judgment is necessary. Any person may hold more than one office, except no one person may simultaneously hold the office of Chairman and Secretary.

Section 2. Election and Term of Office: The officers are elected annually by the Board of Directors at the first meeting of the Board held after each annual meeting of the Association, or as soon thereafter as is convenient. Each officer holds office until his successor is duly elected, unless he resigns, dies in office, or is removed in the manner herein provided.

Section 3. Removal of Officers: Any officer elected or agent designated by the Board of Directors is removed by the Board of Directors whenever, in its judgment, the best interests of the Association is served; but such removal is without prejudice to the contract right, if any, of the person so removed.

Section 4. Vacancies in Office/Officers: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, is filled by the Board of Directors for the unexpired portion of the term.

Section 5: Chairman: The Chairman is the principal executive officer of the Association, and is subject to the control of the Board of Directors. The Chairman presides at all meetings of the Association and the Board of Directors, and performs all duties incident to such office, and such other duties as proscribed by the Board, including, but not limited to, the following:

- a) Supervise and control the affairs of the Association;
- b) Sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized execution, except in those cases where the signing and execution thereof is expressly delegated by the Board or these Bylaws to some other officer or agent of the Association, or required by law as otherwise signed or executed.

Section 6. Vice Chairman: The Vice Chairman takes the place of the Chairman, and performs such duties as noted above and assigned by the Board of Directors whenever the Chairman is absent or unable to act; the Vice Chairman performs such other duties as, from time to time, is imposed by the Board of Directors. If neither the Chairman nor the Vice Chairman is able to perform the official duties of the Chair, the Board appoints a member of the Board to do so on an interim basis.

Section 7. Secretary: The Secretary performs all duties incident to the office of the Secretary, and such other duties as from time to time is assigned by the Chairman or the Board of Directors, including, but not limited to,

- a) Keep the Minutes of the meetings of the Association, and the Board of Directors, in one

or more books provided for that purpose;

- b) See that all notices are duly given in accordance with the provision of these Bylaws or as required by law;
- c) Custodian of the records of the Association.

Section 8. Treasurer: The Treasurer performs all duties incident to the office of the Treasurer, and such other duties as from time to time is assigned by the Chairman or the Board of Directors, including, but not limited to,

- a) Charge and custody of, and responsible for, all funds of the Association;
- b) Receive and give receipts for monies due and payable to the Association from whatever source.
- c) Deposit all monies in the name of the Association in such banks, credit unions, trust companies or other depositories as selected by the Board of Directors.

ARTICLE VI: OBLIGATIONS OF OWNERS

Section 1. Assessments of Common Expenses: The owner of each lot (lots 1-15) are liable for, and pay, a pro-rata share of the common expenses (excluding Private Road "B") in proportion to the number of lots owned in the project. The owners of lots 13, 14 and 15 are also liable for, and pay, a pro-rata share of the common expenses for Private Road "B" in proportion to the number of lots utilizing Private Road "B", being 33-1/3% for each lot. Common expenses include:

- a) The cost of maintenance, and all expenses for the Common Property, which includes Tract "A, Private Road "C", parking areas, mailbox shelter, trash enclosures and landscaping, as delineated on the Final Plat recorded for the development;
- b) All charges for taxes on the Common Property, specifically excepting there from real property taxes and other taxes assessed separately on each unit;

- c) Utility costs, assessments, and liability insurance on the Common Property;
- d) Costs of repair, replacement or rebuilding of common areas;
- e) Yard, janitorial, road maintenance and improvements, and other similar services for the common area;
- f) Wages, accounting and legal fees, management fees and other expenses of upkeep, maintenance, management and operations actually incurred on or for the Common Property. Common expenses also include such amounts that the Board of Directors may deem proper to make up any deficit in the common expenses of any prior year, and a replacement /reserve fund to meet anticipated needs, replacements, repairs and contingencies;
- g) The cost of maintenance and all expenses for the street lights within the public right-of-way and the Common Property.

**ARTICLE VII:
COMMON EXPENSES**

Section 1. Manner of Collection: The Treasurer of the Association submits to each owner at least monthly, a current statement of all assessments for common expenses for which the owner is liable. Each owner is entitled to receive an itemized statement of common expenses. Each owner has thirty (30) days to pay such statement, and if not paid within that time, the Board of Directors may take whatever action as deemed necessary, consistent with the Declaration and Bylaws. If the owner were to default for a period of thirty (30) days or more in the assessment, or any installment thereof, the Board may, at its option, so long as the default continues, demand and receive from the tenant occupying the lot, the rent due, or becoming due, from such tenant to the owner, up to an amount sufficient to pay all funds due from the owner, including interest, if any; and any such payment of rent to the Board by the tenant is sufficient discharge of obligation between the tenant and the owner to the extent of the amount so paid. However, any such demand or acceptance of rent from any tenant is not deemed a consent to, or approval of, any lease by the owner, or a release or discharge of any of the obligations of the owner hereunder, or surrender of any rights.

In the event the Board makes such demand upon a tenant, as noted above, the tenant does not have the right to question the authority of the Board to make such payments, provided, however, that the

Board may not exercise this right if a receiver was appointed to take charge of the premises pending a mortgage foreclosure, or if a mortgagee is in possession pending a mortgage foreclosure.

Section 2. Authorization of Expenses/Approval of Vouchers:

The following rules apply to the authorization of the Common Expenses, and approval of Vouchers:

- a) Nonrecurring common expenses totaling less than five hundred dollars (\$500.00) are authorized by any officer. Vouchers covering such items are paid upon approval by the Chairman or the Treasurer.
- b) Vouchers covering public liability expenses and other similar, regular recurring expenses are paid upon approval by the Chairman or the Treasurer.
- c) Items of common expense over five hundred dollars (\$500.00) but less than five thousand dollars (\$5,000.00) are not authorized or incurred, or any vouchers covering such items are not paid, except by an affirmative vote of a majority of the Board of Directors.
- d) Except as provided in subsection a) above, items of common expense exceeding five thousand dollars (\$5,000.00) or more are not authorized or incurred except by an affirmative vote of a majority of the owners of the Association, at a meeting held in accordance with the provisions of Article III. No vouchers covering such items are paid except by the affirmative vote of a majority of the Board of Directors.
- e) Any items of common expense totaling not more than fifteen thousand dollars (\$15,000.00), in the nature of an emergency expense, such as repair or replacement of destroyed common elements, or the satisfaction of a lien which would cause substantial inconvenience to the lot owners, are authorized and incurred, and the vouchers covering such items to be paid, only by the affirmative vote of a majority of the Board of Directors, without regard to the limitations of subsections (a), (b) and (c) above; however, such action is reported to the Association at the next official meeting.

**ARTICLE VIII:
INSURANCE**

Section 1. Insurance: The Association obtains, and maintain at all times, insurance policies to cover the following:

- a) A policy or policies insuring the Developers, the Association, the Board of Directors, lot owners, and the management agent against liability to the public or to the owners, their invitees or tenants, incident to the ownership and/or use of the property. There is excluded from such policy or policies any coverage of a home owner (other than as a member of the Association or Board of Directors) for liability arising from acts or omissions of such home owner, and any liability incident to the ownership and or use of the part of the property to which such home owner has rights of use or occupancy. Limits of liability under such insurance are not less than one hundred and fifty thousand dollars (\$150,000.00) on a combined single limit basis. This limit and coverage is to be reviewed at least annually by the Association, and increased at the discretion of the Association by a majority vote. All such policies are issued on a comprehensive liability basis, and provide cross liability endorsement wherein the rights of named insured are not prejudiced.

- b) Worker's Compensation Insurance to the extent necessary to comply with all applicable State laws.

Insurance obtained by the Association is governed by the following provisions:

- a) All losses under policies hereafter in force regarding the property are settled exclusively with the Board of Directors or its authorized representative, provided, however, that where a first mortgage has been designated as a loss payee by a lot owner, such mortgagee is entitled to settle losses as to the mortgaged home.

- b) Each lot owner is required to notify the Board of Directors of all improvements in excess of one thousand dollars (\$1,000.00) made to his lot or unit.

- c) Each lot owner is responsible for obtaining, at his own expense, insurance covering his property not insured under paragraph a) above, and against his liability not covered under paragraph b) above, unless the Association agrees otherwise.

- h) Any lot owner who obtains individual insurance policies covering any portion of the property other than his personal property and fixtures is required to file a copy of such individual policy or policies with the Association within thirty (30) days of the purchase of such insurance. The proceeds from any casualty policy, whether held by the Association or a lot owner, payable with respect to any loss or damage to the common elements, is held in trust for the benefit of all insured as their interest may appear.

Insurance premiums for insurance coverage for the common area obtained by the Association in accordance with this article is a common expense to be paid by regular assessment levied by the Association, which is in addition to, and not included within, the regular monthly assessment provided in Article V of the Declaration, and such payments are held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such come due.

**ARTICLE IX:
FIDELITY BONDS**

The Board of Directors will require that all employees, officers and agents of the Association handling, or responsible for its funds, obtain adequate fidelity bonds. The premiums on such bonds are common expenses.

**ARTICLE X:
AUDITS**

The Board of Directors will appoint a certified public accountant or certified public accounting firm as auditor, who is not an officer of the Association, nor owns any interest in any lot in the project, to audit the books and financial records of the Association.

**ARTICLE XI:
CONTRACTS**

The Board of Directors may authorize an officer, a management agent or other agents to enter into any contract, or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general, or confined to specific instances. The Board has the right to enter into contracts to make additions, alterations or improvements to the Common Property costing less than five thousand dollars (\$5,000.00) consistent with the provisions of Article VII, Section 2, and to pay for the same from the reserve funds established by the Board, or to specifically assess lots within the project thereto as a common expense. For expenditures in excess of five thousand dollars, (\$5,000.00) the Board must receive the approval of two thirds (2/3) of the lot owners.

**ARTICLE XII:
LOANS**

No loan is contracted for on behalf of the Association, and no evidence of indebtedness is issued in its name unless authorized by the affirmative vote of two thirds (2/3) of the lot owners. Such authority may be general, or confined to specific instances.

**ARTICLE XIII:
CHECKS, DRAFTS AND VOUCHERS**

All checks, drafts, vouchers, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association are signed by such officer or officers, agent or agents, of the Association in such manner as determined by resolution of the Board of Directors.

**ARTICLE XIV:
DEPOSITS**

All funds of the Association are deposited by the Treasurer, or a designated officer of the Association, to the credit of the Association, in such banks, credit unions, trust companies or other depositories selected by the Board of Directors and accountability will be provided by a bookkeeping system constructed to generally accepted accounting principles.

**ARTICLE XV:
INDEMNIFICATION**

Each director and officer of the Association, now or in office hereafter, and the heirs, executors and administrators is indemnified by the Association against all costs, expenses or liability which are reasonably incurred by that officer or director in connection with, or resulting from, any action, suit, proceeding or claim to which they may be made a party, or in which they may become involved by reason of acts or alleged acts of omission or commission arising from their performance as a director or officer of the Association, whether or not the officer or director continues in office. Such indemnification does not apply, however, with respect to any matter in which a director or officer is finally adjudged in any action, suit, proceeding or claim as having been individually guilty of willful misfeasance or malfeasance in the performance of his duties as a director or officer of the Association. Further, the indemnification provided does, with respect to any settlement of any suit, action, proceeding or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling such suit, action, proceeding or claim, when, in the judgment of the Board of Directors, a settlement or reimbursement appears to be in the best interests of the Association. This forgoing right of indemnification is in addition to and not exclusive of any and all other rights which any such director or officer may be entitled to under any agreement, vote of Association owners, or otherwise.

**ARTICLE XVI:
AMENDMENTS TO BYLAWS**

Amendments to these Bylaws may be initiated by Resolution of the Board of Directors, or by any member of the Association. Any proposed amendment is delivered in writing, either personally or by mail, to each voting member not less than ten (10) or more than thirty (30) days before the date of the meeting at which the proposed amendment will be voted on. If mailed, such notice is deemed delivered when the notice was deposited in the United States Mail, addressed to each owner at his last known address as determined by the records of the Association, postage prepaid. No amendment of the Bylaws is effective unless approved by two thirds (2/3) of the voting owners, and until a copy of the Bylaws, as amended, has been certified by the Chairman and Secretary of the Association, and recorded with the Clerk and Recorder's office of Jackson County, Oregon.

**ARTICLE XVII:
MORTGAGES**

Section 1. Notice to Association: Any property owner who mortgages his interest in a lot must notify the Association, through the managing agent or directly to the Secretary, of the name and address of his mortgagee, and the Secretary must maintain such information in the records of ownership of the Association.

Section 2. Notice of Unpaid Assessment: The managing agent or the Board of Directors, upon request from any mortgagee or prospective purchaser of any lot or interest therein, must report to such person the amount of any unpaid assessments due from the owner of the respective lot.

**ARTICLE XVIII:
COMPLIANCE**

Section 1. Subordination: These Bylaws are subordinate and subject to the provisions of the Declaration, all amendments thereto, and any applicable state, city or county ordinance controlling Planned Unit Development projects.

Section 2. Interpretation and Severability: In case any provision of these Bylaws is held invalid, such invalidity does not render any other provision of these Bylaws invalid, and they stand as written until challenged.

No interpretation of these Bylaws authorizes the Association or the Board of Directors to conduct or engage in any act or business for profit on behalf of any, or all, of the lot owners.

**ARTICLE XIX:
WAIVER OF NOTICE**

Whenever any notice is required to be given to a lot owner, member of the Association or a Director of the Association, a waiver thereof, in writing and signed by the person entitled to such notice, is equivalent to the giving of such notice.

**ARTICLE XX:
CONDITIONS AND RESTRICTIONS:**

The following restrictions and conditions are applicable to the real property described as ANDREWS PLACE, a Planned Unit Development, as well as each of the lots in the project, and benefits for and limitations upon all present and future owners of said property, or of any interest therein:

Section 1: Land Use, Building Type and Location: The use of the lots in this development is restricted to fifteen (15) single family residential dwellings, developed on individual lots, but encompassing as well the common area, including landscaped areas, parking, open space, walking trails and related common areas and appurtenances.

Public pedestrian access (no other public use is allowed) is provided to and through the PUD open space, Tract "A", and the open space area is dedicated as open space in perpetuity.

Owner hereby declares that Owner and Owner's heirs, successors and assigns accept that forest uses may occur on the forest-zoned land to the South, and acknowledges that such forest uses, and accepted forestry practices attendant to such uses, may affect the use and enjoyment of Owner's land. Owner and Owner's heirs, successors and assigns are prohibited from pursuing any claims for relief or causes of action alleging injury from forest practices for which no claim is allowed under ORS 30.963 or 30.937.

Each lot includes an on-site storm water runoff collection system designed to infiltrate 100% of a 25-year storm event runoff from the impervious areas of the lot. Each lot owner provides maintenance of the infiltration system on his lot. All driveways are constructed of permeable material unless determined to infeasible by an Oregon Registered Engineer, and are subject to approval by HARC.

Building setbacks indicated on the Final Plat are a minimum and may increase based on building height per the zoning requirements; with the exception of those setbacks designated as "zero" feet which are not subject to building height. Lots 2 and 3 have a 20-foot building setback from South Third Street. Lots 4 and 6 have a 20-foot building setback from Andrews Place. Lot 12 has a 30-foot building setback from Andrews Place.

The design of the dwellings constructed on lots 1, 2, and 3 will address structure height differentiation and structure orientation to the satisfaction of the City's Historic Preservation Officer

with regard to achieving neighborhood compatibility.

Dwellings on lots 8 and 11 are not to exceed 2,000 square feet of livable floor area.

Ancillary dwelling units are not allowed.

Architectural composition shingle, synthetic shake, or tile roof finishes are allowed on any dwelling or accessory building. Accessory buildings must conform generally to the same finish as the dwelling to which it is appurtenant.

The architectural theme is small scale neighborhood friendly cottages, including front porches. Siding consistent with the architectural theme is allowed, but not panelized (“T-111”) type siding; and is subject to the Architectural Review described in Section 12.

All building locations must conform to the provisions of the City of Jacksonville regulations and codes in effect upon the date of recording these covenants; and also to the approved deviations as noted in the Final PUD Plan and Plat. The front of any garage must setback five feet from the front building setback line (or at least 20 feet from the front property line) in order to accommodate parking on each lot.

As the property is within the Hillside Residential zone (HR-0.5), and the property may contain roadway slopes up to 18%, Section 18.23.020 of the Jacksonville Land Development Code requires the following:

WARNING!

Roadways within this development are subject to icing during inclement weather. The City of Jacksonville does not sand roadways or provide any other de-icing measures!

Storm waters may flow through pre-existing natural drainages and from common areas onto private property.

Section 2: Easements: Easements for the installation and maintenance of utilities and related facilities are reserved as shown on the recorded Final Plat. At the time of the initial construction and installation of public utility lines, the party installing same bears the entire cost of the construction and installation of the public utility lines, and thereafter any maintenance work or further installation of such lines.

The Public Access Easement for access to Tract “A” and the Driveway Easement for lots 2 and 3 across the Reserve Area created with the recording of the Phase 1 Final Plat will extinguish with the recording of the Final Plat which creates the road dedication for the street Andrews Place.

Section 3: Signs: Unless written approval is first obtained from Declarant and the City of

Jacksonville, no sign of any kind may display to public view on any lot or building on said property.

Section 4: Sanitation: No part of said property is used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste is kept or maintained on any part of said property except in a sanitary container, which is kept in a clean and sanitary condition, and is stored so as not visible from the street or common areas except for garbage pick-up day. Sanitation service is provided by Rogue Disposal Service.

Section 5: Nuisance: No noxious or offensive conditions are permitted upon any part of said property, nor is anything allowed thereon which is or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind are raised, bred or kept on any lot except dogs, cats and other domestic pets provided that they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. The term “Nuisance” as used in this section, includes but is not limited to (a) loud and offensive noise, (2) barking dogs, (3) storage of junked, wrecked, or inoperative vehicles, and, (4) littering, waste materials, offensive odors or other conditions deemed a nuisance as defined in state law. Nuisance enforcement will be via complaint and citation through the Jacksonville Police Department.

Section 6: Vehicle Storage: Parking of boats, trailers, motorcycles, truck/campers, recreational vehicles, vehicles under repair, and like equipment is not be allowed on any part of any lot, nor on any private or public ways adjacent thereto (with the exception of temporary parking for the purposes of loading and unloading) excepting only within the confines of an enclosed garage, storage port, or in parking areas specifically designed for such use, and in no event, project beyond the front walls of any dwelling or structure on the property. Adequate off-street parking is provided by the development. Automobile washing, waxing, and cleaning etc. is exempt from this requirement.

Section 7: Poles, Antennas and Overhead Wires: No poles are permitted within the development except for poles that are installed by the City of Jacksonville as street light standards. No overhead wires or antennas erected or used for any purpose (this provision does not apply to power poles or lines already existing at the time of this declaration, or the rights of the power utility to maintain or reconstruct same, nor does this provision prohibit the exercise of rights under pre-existing easements or agreements. Easements have been granted for the provision of Cable TV and are noted on the plat of the development for Public Utility Easements (PUE).

Section 8: Exterior Maintenance: Each lot owner having control of a building within the development is required to maintain the exterior of the building in a clean, attractive and neat manner. Exterior maintenance includes, but is not limited to: (1) sweeping, (2) window cleaning, (3) cobweb removal, (4) maintenance of exterior lighting, (5) maintenance of screens and screen doors, (6) painting of the exterior, consistent with project design guidelines, and (7) landscaping maintenance including lawn care and shrubbery appurtenant to that building.

Section 9: Landscaping, Lots and Common Area: The general concept of the development is to promote the natural vegetation and topography as much as practical. The intent of the PUD is to provide an atmosphere of compatibly designed houses placed within the natural vegetation and topography of the environment. Any plantings or fences are an integral part of the project landscape plan, consistent with the requirements of the City of Jacksonville criteria and the requirements of the approved PUD plan. ANDREWS PLACE is developed as a planned unit development utilizing internal private parking and landscaping, open space, walking trails and related features. The landscaping, fencing and all other real property not identified on the final plat of the PUD as an approved building lot or "Reserve Area" is considered "Common Area" and is maintained by the Owner's Association. The developer will landscape each lot within the project within 6 months of the completion of a building on the site, including at least one-yard tree per lot. Each lot owner maintains the lot, the dwelling placed on the lot, and the appurtenant landscaping consistent with these CC&Rs. The PUD Landscape Plan as approved by the City of Jacksonville provides guidelines in the establishment of landscaping. The respective parties will maintain the landscaping on a regular basis, and noxious weeds, grass and overgrown properties will be cut and maintained consistent with Jacksonville City Ordinance requirements and the following:

Common Area and Undisturbed Area Maintenance Requirements. Ladder fuels in the undisturbed areas of the PUD are maintained to remove fuels that will produce flame lengths in excess of one (1) foot. This is accomplished by maintaining grasses within the undisturbed areas at less than six inches (6") in height; and limiting naturally occurring shrubbery to low fuel volume and/or fire resistant shrubs such as Barberry, Saltbrush, Red Osier Dogwood, Cotoneaster, Salal, Oregon Grape, Buckthorn, Currant, Snowberry and Butterfly bushes, or as recommended by the Jacksonville Fire Department; and removing other naturally occurring shrubbery using hand tools only; and spacing trees horizontally with more than 15 feet between trunks; and pruning trees to remove branches that are dead

and/or less than 10 vertical feet from the ground, any existing (prior to development) ornamental and fruit trees are excluded from the spacing standards provided that they are kept green and free from dead material; and trimming branches which overhang within 25 vertical feet of a roofline; and removing excessive accumulation of leaves, needles, limbs and other dead vegetation within the undisturbed areas. The Owner's Association is responsible for maintaining all common and limited common undisturbed areas within the PUD; property owners are responsible for maintaining the undisturbed areas of their lot.

Section 10: Temporary Residence: No camper, Recreational Vehicle, tent, trailer or other vehicle or structure is used at any time for a temporary residence on this property without the express approval of the Declarant.

Section 11: Day Care Centers: Under no circumstances is any residence within this PUD utilized as a commercial day care facility.

Section 12: Architectural Review: The plans, specifications and plot plan for the dwellings constructed on each lot in this development are prepared by an architect, architectural designer or engineer consistent with the design established by the Developers and approved by the City of Jacksonville. The City's HARC approves the location of the building on each individual lot prior to issuance of a residential building permit. HARC reviews the feasibility of locating the proposed structure to prevent it from encroaching more than 15% into canopies of any heritage trees, and more than 25% into the canopies of resource trees. Any proposed development must receive approval by the declarant, or his assigns, acting as an Architectural Committee, as well as the HARC for the City of Jacksonville. Said declarant will, within ten days from the application, either approve or disapprove such plans or specifications, and failure of the Committee to act within a period of ten days is deemed approval thereof; prior to filing the application with the City of Jacksonville HARC.

Section 13: Fences and Hedges: Plantings or fences are not used as a means of delineating property boundaries or rights-of-way within the interior of the development (i.e. there are no fences along interior property boundaries). The intent of the PUD is to provide an atmosphere of compatibly designed houses placed within the natural vegetation and topography of the environment. Any plantings or fences are an integral part of the project landscape plan, consistent with the requirements of the City of Jacksonville criteria and the requirements of the approved PUD plan. Sight-obscuring fences are not allowed. Sight-obscuring is achieved by using planting if approved

by the Architectural Committee. Any approved fences are constructed of wrought-iron, with a maximum height of 5-1/2 feet (not allowed in front yards), and do not detract from the appearance of the project, or detract from the appearance of dwellings located on adjacent lots. All fences are in conformance with the City of Jacksonville fence standards.

Section 14: Right of Enjoyment and Enforcement: All owners of lots or parcels within the development are entitled to share in the rights, interest and privileges and obligations of the private properties within the development, subject to the CC&Rs that are noted herein. The Declarant, as well as the City of Jacksonville under the provisions of Section 18.23.020(H), has the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions, reservations, easements, liens and charges now or hereafter imposed by the provisions of the Bylaws and this Declaration. Failure by the Declarant to enforce any covenant or restriction herein contained in no event is deemed a waiver of the right to do so.

Section 15: Severability: Invalidation of any one of these covenants, conditions or restrictions by judgment or court order in no way affects any other provisions, which remain in full force and effect.

Section 16: Amendment: The conditions, covenants and restrictions of this Declaration run with and bind the land, and inure to the benefit of and are enforceable by the Declarant, or the owner of any Lot subject to this declaration, their respective legal representatives, heirs, successors and assigns. Any of the conditions, covenants or restrictions of this declaration may be amended by an instrument signed by a majority of the property owners within ANDREWS PLACE PUD, but must be ratified by the City Council of the City of Jacksonville. Such approved amendments will be recorded in the appropriate Deed Records of Jackson County, Oregon, to be effective. Pursuant to the provisions of JLDC Section 18.23.020(J), there is no termination date for these CC&Rs without City of Jacksonville approval.

**ARTICLE XXI:
ADOPTION OF DECLARATION**

**THE UNDERSIGNED, AS DECLARANT, SUBSCRIBED TO AND DATED THESE
CONDITIONS, COVENANTS AND RESTRICTIONS in Jacksonville, Jackson County,
Oregon, this 17th day of March 2016:**



Thomas Owings

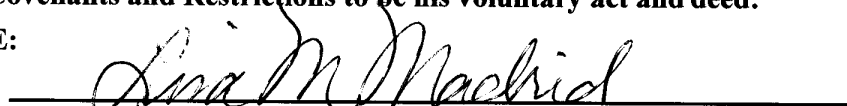
STATE OF OREGON)

) ss.

County of Jackson)

**Personally appeared before me, Thomas Owings, Declarant, and acknowledged these
Conditions, Covenants and Restrictions to be his voluntary act and deed:**

BEFORE ME:



Notary Public for Arizona

My Commission Expires JAN. 9, 2020

