

RECORDING COVER PAGE

PER ORS 205.234

PLEASE FILL OUT
COMPLETE AND LEGIBLE



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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

THIS COVER PAGE HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER PAGE **DO NOT** AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4) AND ORS 205.238.

1. **NAME OF THE TRANSACTION (S)**, DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND REQUIRED BY ORS 205.234(A).

NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer encumbrance or release affecting title to or an interest in real property".

Amended & Restated Declarations & Bylaws
Andrews Place Subdivision

2. **Grantor/Direct (s)** as described in ORS 205.160.

Andrews Place Property Owners Association, Inc.
Thomas Owings, Director
Susan Gilmore, Director

3. **Grantee/Indirect (s)** as described in ORS 205.160.

Owners of Lot #1-15 - Andrews Place
Subdivision

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. **UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following name and address:** for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260

6. **SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).**

FULL _____ PARTIAL _____

7. **LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$** _____



ANDREWS PLACE JACKSONVILLE, OREGON

AMENDED AND RESTATED DECLARATION & BYLAWS



July 13, 2017
OWINGS PROPERTY LLC
P.O. Box 391 Pinetop AZ 85935

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
ANDREWS PLACE
A Planned Unit Development**

This Amended and restated Declaration of Covenants Conditions and Restrictions of Andrews Place ("Amended and Restated Declaration") is hereby made and executed in Jackson County, Oregon, this *13th day of July 2017*, 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 through 94.783, and acknowledges the bylaws of the Association are duly recorded under the provisions of ORS 94.625, and,

WHEREAS, the members of the Association have voted to amend and restate the Original Declaration, the Original Bylaws and the Standards. Upon the recording of this Amended and Restated Declaration and the Amended and Restated Bylaws of the Association, the Original Declaration, the Original Bylaws and the Standards shall be of no further force or effect. It is anticipated that in addition to the various architectural standards and restrictions contained in this Amended and Restated Declaration, the Association's Board of Directors will adopt and publish an architectural manual by vote and resolution.

WHEREAS, the Declarant has provided for certain conditions, covenants and restrictions for the Planned Unit Development, as contained herein, and, NOW, THEREFORE, DECLARANT HEREBY DECLARES:

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:

- 1) The dedications, easements, and conditions as set forth on the plat, and
- 2) 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.
- 3) 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

In addition to the terms defined in ORS Chapter 94 and elsewhere defined herein, the following terms shall have the following meanings whenever used in this declaration. The following terms are defined as follows:

- 1.1 **“Acts”** means the Oregon Planned Community Act, ORS 94.550 to 94.783, as it may be amended from time to time.
- 1.2 **“Additional Dwelling Unit”** The separate, ancillary dwelling allowable under the Jacksonville Code. Hereinafter referred to as "ADU" or "ADUs."
- 1.3 **“Architectural Committee”** means the committee constituted and acting under Article 5 below.
- 1.4 **“Assessment”** means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of this Declaration, the Bylaws or the Act, including Association Common Expense Assessments and Individual Assessments as provided in Article 4 below.
- 1.5 **“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”.
- 1.6 **“Association Common Expense Assessment”** means an assessment imposed by the Association.
- 1.7 **“Board of Directors” or “the Board”** means the board of directors of the Association elected as provided in the Bylaws.
- 1.8 **“Bylaws”** means the Amended and Restated Bylaws of Andrews Place Property Owners Association recorded concurrently with this Declaration, as they may be amended from time to time. The Bylaws for Andrews Place are attached as Exhibit “B”
- 1.9 **“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.
- 1.10 **“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.
- 1.11 **“Declarant”** means and refers to Owings Property LLC., the developer, and their successors, heirs, personal representatives and assigns.
- 1.12 **“Improvement”** means any building, fence, wall or other structure (including, without limitation, any sheds, basketball poles/hoops, play structures, patio covers and balconies), any swimming pool, any road, driveway, and parking area (paved or unpaved), and any trees, plants, shrubs, grass and other landscaping of every type and kind.
- 1.13 **“Lot”** means and refers to any separately designated plot of land shown upon the recorded Final Plat map of the property except for the Common Area.
- 1.14 **“Member”** means and refers to every person or entity that holds a membership in the Association.
- 1.15 **“Modification”** means any construction, installation, addition, alteration, repair, change or replacement, or other work to any Improvement within the Property, including initial construction of improvements upon a Lot.
- 1.16 **“Mortgage”** means a Deed of Trust or Contract of Sale as well as a Mortgage.
- 1.17 **“Mortgagee”** means a beneficiary under a Trust Deed or a vendor (seller) under a contract of sale.

- 1.18 **“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.
- 1.19 **“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. The PUD is described on Attached **Exhibit A** and all improvements located thereon.
- 1.20 **“Rules and Regulations”** means those policies, procedures, rules and regulations adopted by the Association pursuant to the authority granted in this Declaration, the Bylaws or the Act
- 1.21 **“Tenant”** means any person leasing, renting, purchasing or living within ANDREWS PLACE PUD, their successors, heirs and assigns.
- 1.22 **“Resident”** means each individual occupying or residing in any Residence including a Lessee and the members of a Lessee's or Owner's family.
- 1.23 **“Residence”** means any building of no fewer than fourteen hundred (1,400) square feet situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.
- 1.24 **“Voting Rights”** means the portion of the votes allocated to a Lot under Article 3 below.

ARTICLE II APPLICABILITY

2.1 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

3.1 **Association:** The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Articles and Bylaws as from time to time amended.

3.2 **Membership:** Membership in the Association is conveyed to 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. The membership of each Owner in the Association shall be appurtenant to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon the transfer of title to such Lot and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. For purposes of membership, the recording of a land-sale contract or memorandum thereof shall constitute a transfer of the title to a Lot. Each member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, the Bylaws and the Association Rules as the same may from time to time be amended.

3.3 **Lot Ownership:** 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.

3.4 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 that are present act unanimously, they may vote or take any other action as a voting owner.

3.5 Members Entitled to Vote: Only members of the Association shall be entitled to vote. The voting privileges of each class of membership shall be as provided herein. Any action by the Association which must have the approval of the Association membership before being undertaken shall expressly require the vote or written assent of a prescribed percentage of the total voting power of the Association as more particularly stated within the Declaration. 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.

- (a) **Suspension of Voting Rights.** The voting rights of an Owner shall be suspended during such period as any assessment due hereunder from such Owner remains unpaid; provided, However, that the Board shall give any such Owner at least fifteen (15) days' notice prior to such suspension and such Owner shall be entitled to a hearing before the Board in accordance with the Bylaws.
- (b) **Class A Members.** Class A members shall have one (1) vote for each Lot. When more than one person owns a single Lot, all Owners shall be members of the Association. However, the vote for each Lot must be cast as a unit and fractional votes shall not be allowed. In the event the joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Owner(s) casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner(s) was acting with the authority and consent of any other Owner(s) of said Lot.
- (c) **Class B Members.** Class B members shall be the Declarant, its successors, and assigns. Class B members shall be entitled to five (5) votes for each Lot in which they hold the interest required for membership as provided in Sections 3.2 and 3.4 above provided that Class B membership shall be converted to Class A membership and shall forever cease to exist following the final phase of the PUD.
- (d) **Voting Procedures.** Any vote may be cast in person or by proxy. All proxies shall be in writing, dated and signed by the Owner(s) giving the proxy and filed with the

Secretary before the commencement of any meeting. The proxy shall terminate eleven (11) months after its date, unless the proxy specifies a shorter term. Every proxy shall automatically cease upon the sale of the Lot by the Owner(s) and upon the death or incapacity of the member who executed the proxy.

- (e) ***Declarant Entitled to Declarant's Right to Vote.*** Notwithstanding any other provision of this Declaration, any regulation herein requiring the approval of a prescribed percentage of the voting power of members of the Association, other than the Declarant's for action to be taken by the Association, shall also require the vote or written assent of a bare majority of the total voting power of the Association, as well as the vote or written assent of a prescribed percentage of the total voting power or members other than Declarant.

3.6 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.

3.7 Duties of the Association. The Association shall have the obligation and duties subject to and in accordance with this Declaration to do and perform the following acts for the benefit of its members and for the maintenance and improvement of the Common Area.

- (a) ***Common Area Maintenance and Operation.*** To maintain and otherwise manage the Common Area, after such property is conveyed or otherwise transferred to it, all improvements located thereon, all easements for operation and maintenance purposes over the Common Area, and all easements for the benefit of members and the Association within the Common Area. Each Owner hereby grants to the Association a nonexclusive easement of ingress and egress to that portion of his/her Lot as may be reasonably acquired by the Association to exercise and otherwise perform its rights under this Section.
- (b) ***Utilities.*** To acquire, provide, and/or pay for water, sewer, garbage disposal, refuse pickup, electrical and other necessary utilities for the Common Area.
- (c) ***Sidewalks, Trails, Mailboxes. Etc.*** The Association shall after the construction thereof by Declarant as part of the initial development of the PUD, maintain, repair, replace, reconstruct, and relocate pathways, sidewalks, lighting, entry or street signs, any mail and post boxes and the landscaping located within the Common Area as initially designated on the plans filed with the Association or as initially constructed by Declarant. Each Owner hereby grants to the Association a non-exclusive easement of ingress and egress to that portion of his/her Lot as may be reasonably required by the Association to exercise or otherwise perform its rights under this Section.
- (d) ***Other.*** To perform such other acts whether or not expressly authorized by this Declaration as may be reasonably necessary to enforce any of the provisions of this Declaration, the Bylaws and the Association Rules.

3.8 Powers and Authority of the Association. The Association shall have all the powers of a nonprofit corporation organized under the general nonprofit corporation laws of the State of Oregon subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws or this Declaration. The Association shall have the power to do all lawful things which may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles, and the Bylaws and to do and to perform all acts which may be necessary and proper for or incidental to the exercise of any of the expressed powers of the Association, including without limitation:

- (a) **Assessment.** To levy assessments on the Owners and enforce payment of such assessments all in accordance with the provisions of Sections 3 and 4 of this Declaration.
- (b) **Right of Entry and Enforcement.** To enter upon any Lot or the Common Area for the purpose of performing the duties of the Association set forth in Section 3.7 of this Declaration, in enforcing by peaceful means any of the provisions of this Declaration, or maintaining or repairing any area, including the landscaping on each Lot in a neat and attractive manner required to be maintained by an Owner if for any reason such Owner fails to maintain or repair such area. Such entry upon a Lot shall be after seventy-two (72) hours' prior written notice to the Owner; provided, however, that such entry shall be permitted upon consent of at least one Board member without any prior notice in the event of an emergency. An emergency shall be deemed to exist when there is a condition causing peril or threat to persons or property. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce by mandatory injunction or otherwise all the provisions hereof. These rights will be exercised in such a manner as reasonable to minimize any adverse impact upon the Owner's right of enjoyment of his/her Lot.
- (c) **Easements and Rights-of-Way.** To grant and convey to any third-party easements and rights-of-way in, on, over and under the Common Area for the purpose of constructing, erecting, operating, or maintaining thereon, therein or thereunder, overhead, or underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes; public sewers; storm water drains and pipes; water systems; sprinkling systems; water and gas lines or pipes; cable T.V. lines; security system lines; and any similar public or quasi-public improvements or facilities.
- (d) **Employment of Manager.** To employ the services of a person or firm to manage the Common Area and the affairs of the Association (the "Manager") to the extent deemed advisable by the Board, as well as other such personnel as the Board shall deem to be necessary or proper for the operation of The Common Area, whether such personnel are employed directly by the Association or are furnished by the Manager.
- (e) **Services.** To contract for materials and/or services for the Common Area or the Association. Any such service contract or management contract pursuant to Section 3.7.5(d) of the Declaration shall be subject to termination by either party without cause upon thirty (30) days' notice in writing to the other party.
- (f) **Rules.** By majority vote of the Board and from time to time to adopt, amend, enforce, and repeal such rules and regulations as the Board shall determine to be necessary or proper to the operation of the PUD (the "Association Rules"). The Association Rules shall govern the use of the Common Area by any Owner, by the family of such Owner, or by any invitee, licensee, or tenant of such Owner provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if set forth in and a part of this Declaration. The Association Rules shall not materially change the rights or privileges of any person or the restrictions on any Lot as herein set forth.

ARTICLE IV

FUNDS, ASSESSMENTS AND ENFORCEMENT

4.1 *Operating Fund.* The Association shall establish and maintain an operating fund into which shall be deposited all moneys paid to the Association as regular, special, and emergency assessment and miscellaneous fees and from which fund the Association shall make disbursements in the performance of its rights and duties as provided for in this Declaration.

4.2 *Reserve Fund.* The Association shall also establish and maintain a reserve fund for replacement of all items of common property which will normally require replacement in whole or in part in more than three (3) and less than thirty (30) years for exterior painting, if the common property includes exterior painted surfaces and for such other items as may be required by this Declaration or the Bylaws. Declarant may defer payment of accrued reserve assessments for a Lot until the Lot is conveyed. The books and records of the Association shall reflect the amount owing from Declarant for all reserve assessments. The Board annually shall conduct a reserve study, a review and update, and existing study of the Common Area common property component to determine the reserve account requirements as provided in ORS 94.595 as it may be amended from time to time. The operating fund and the reserve fund shall be kept in separate accounts.

4.3 *Regular Assessments.* Thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its rights and duties under this Declaration, including a reasonable provision for unanticipated expenses and replacements and less any anticipated surplus from a prior year's fund provided that the Board may not, without the vote or written assent of the majority of the voting power of the Association residing in members other than the Declarant, impose a regular annual assessment per Lot which is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year. Such estimated amount shall be assessed equally to the Owners. The amount per Lot so assessed to each Owner is called the "Regular Assessment."

4.4 *Special or Emergency Assessments.* In addition to the Regular Assessments, the Board may levy during any fiscal year a special or emergency assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction (including reconstruction costs in excess of insurance proceeds), repair or maintenance necessitated by the failure of the Owner or tenant to maintain his/her dwelling unit or Lot, repair of any common watered areas or utilities, unexpected repair or replacement of a capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, or any extraordinary expenses not contemplated by the Declaration of whatsoever nature provided that in any fiscal year the Board may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the Declarant, levy special or emergency assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year. The special or emergency assessment shall be levied with respect to the initial construction of the Common Area, it being understood that all such construction shall be at the sole cost and expense of the Declarant except as otherwise provided herein, special and emergency assessments shall be assessed on the Owners equally and shall be paid as the Board shall determine. The provisions herein with respect to special and emergency assessments do not apply in the case where the special assessment against a member is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member and his/her Lot into compliance with the provisions of the governing instrument for the PUD.

4.5 *Payment of Assessments.* Each Owner shall be obligated to pay Regular Assessments made pursuant to this Section 3 to the Association in equal monthly installments on or before the first day of each month in advance or in such other manner as the Board shall designate.

The Board shall provide each Owner with a statement of the annual assessment within ten (10) days prior to the beginning of each fiscal year but shall not be obligated to provide monthly statements to any Owner thereafter. Special assessments shall be payable in such manner as the Board shall designate.

4.6 Commencement of Assessments. The Regular Assessments shall commence as to each Lot in the PUD Phase upon the close of the sale of the first Lot of the Phase to someone other than the Declarant. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year, and the initial payment due with respect to a partial month from an Owner, other than the Declarant, shall be prorated as of the close of escrow for the purchase of such Owner's Lot. The Association shall, within 10 (ten) days after the demand and upon payment of a reasonable fee as determined by resolution of the Board, furnish to the Owner a certificate signed by an officer of the Association stating whether assessments on his/her Lot have been paid. Lots in the PUD are only assessed if a Lot in that Phase has been sold to someone other than the Declarant.

4.7 Reimbursement Assessment. The Board shall levy an assessment against any Owner who has failed to comply with or has breached this Declaration or the Association Rules or Bylaws for whom moneys or expenses were expended or incurred by the Association from the operating fund in performing its functions or enforcing the provisions of this Declaration, the Association Rules, or Bylaws. Such assessment shall be for the purpose of reimbursing the Association and shall be limited to the amounts so expended or incurred and shall be due and payable to the Association when levied.

4.8 Allocation and Cost of Common Area Maintenance. All expenses of the maintenance, repair, and improvement of the Common Area shall be allocated to the Lots or the PUD in equal shares. However, lots that have not yet been assessed shall not be assessed any share of Common Area and Private Roads maintenance until the first Lot in each Phase is sold to someone other than the Declarant.

4.9 Collection of Common Area Maintenance Expense Assessments. All assessments for expenses for maintaining and repairing of the Common Area made pursuant to this Declaration shall constitute a lien against the property pursuant to this Declaration from the date such lien notice is recorded in the official records of Jackson County, Oregon. The cost for maintenance and repair incurred pursuant to this Declaration shall constitute a lien on the affected property from and after the date of notice of such lien has been recorded in the official records of Jackson County, Oregon. Such notice shall describe the real property; the amount of such lien shall be stated in dollars and cents and shall contain a reference to this Declaration or such other agreement authorizing the creation of such lien or its determination. Such lien shall be in favor of and may be released by the person or persons who have incurred such costs and expenses of maintenance. All lien described herein shall be foreclosed in the manner set forth in Chapter 88 of the Oregon Revised Statutes or subsequent relevant legislation.

4.10 Covenant to Pay Assessments. Declarant covenants for each Lot owned and each Owner, other than Declarant by acceptance of a deed to a Lot, shall be deemed to covenant to pay to the Association Regular Assessments, special assessments, emergency assessment and reimbursement fees levied in accordance with Article 4.

4.11 Enforcement. Each assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the person who is the Owner of such Lot at the time such assessment became due and payable. In the event of a default and payment or any such assessment, the Association may enforce each such obligation by all remedies provided by law. In the event the Association brings an action to enforce such an assessment obligation, any

judgment rendered in any such action shall include a sum for reasonable attorney fees in such amount as the court may adjudge against the defaulting Owner, including reasonable attorney fees on appeal.

4.12 City Enforcement. The City has discretionary power to enforce this Declaration, including the power to take remedial measures and lien benefited properties for cost incurred by such remedial action.

ARTICLE V ARCHITECTURAL CONTROL

5.1 Architectural Committee. There shall be an Architectural Committee comprised of three members who shall be appointed by and who shall serve at the pleasure of the Board. The Declarant shall appoint all of the original members of the Architectural Committee and all replacements until one-hundred percent (100%) of all Lots in the PUD have been sold. Thereafter, the Board shall have the power to appoint all of the members of the Architectural Committee. Members appointed to the Architectural Committee by the Declarant need not be members of the Association. The Architectural Committee, with the approval of the Board, shall have the right to hire a licensed architect, a landscape architect, an engineer, or such other professional as may be required to advise the Architectural Committee and carry out its duties pursuant to this Section.

5.2 Duties of Architectural Committee. There shall be the duty of the Architectural Committee to consider and act upon all proposals or plans submitted to it pursuant to the terms hereof to ensure that overall building designs, roof pitch and tiles, any painting or exterior coverings, window placements and sizes, or improvements constructed, which shall also include landscaping and plantings, on the PUD by anyone other than Declarant, conform to plans approved by the Architectural Committee. No person shall make any alterations to the exterior of a dwelling unit, including changes in color, until the complete plans and specifications showing the location, nature, shape, height, and form of change (including without limitation any other information specified by the Architectural Committee) have been submitted to and approved in writing as to overall appearance and harmony of design, color and location in relation to the surrounding structures and topography by the Architectural Committee. The design of the homes in the PUD shall promote differentiation between the individual home designs.

5.3 Architectural Rules. Upon the expiration of Declarant's control under Section 5.1 the Board may, from time to time, in its sole and absolute discretion, adopt, amend and repeal rules and regulations to be known as "Architectural Rules." Said rules shall interpret and implement this Declaration by setting forth the standards and procedures for any Committee review and the design guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features which are recommended for use within the PUD. These rules shall not conflict with the special limitations set forth in this Declaration.

5.4 Application for Approval of Improvements. Any Owner, except the Declarant and its designated agents, proposing to perform any work of any kind which requires the prior approval of the Architectural Committee pursuant to any provision in this Declaration, shall apply to such Architectural Committee for approval by notifying the Architectural Committee of the nature of the proposed work in writing and furnishing such information as the Architectural Committee may require.

5.5 Approval/Disapproval. All approvals given under this Section shall be in writing. If a requested approval has not been granted within forty-five (45) days from the date of submission of all information requested by the Architectural Committee, the proposal shall be deemed approved. After Declarant no longer appoints the Architectural Committee as provided in Section 5.1, if the Architectural Committee disapproves the proposal, the applicant shall have the right to appeal such decision to the Board by giving written notice thereof to the President or Secretary of the Board

within ten (10) days after written notice of disapproval is given to the applicant by the Architectural Committee. Any such appeal shall be conducted pursuant to rules and regulations established by the Board. The Board's decision shall be final.

5.6 Completion of Work. An Owner shall complete the construction, reconstruction, refurbishing, or alteration of any such improvement within twelve (12) months after commencing construction thereof, except for so long as such completion is rendered impossible or will result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his/her agents. Landscaping on each Lot shall be completed within six (6) months after completion of the dwelling on such Lot. The six-month time frame for landscaping shall be tolled by any seasonal restrictions on construction promulgated by the City of Jacksonville that may be in place at the time of dwelling completion or take effect in the following six months and shall resume when such restriction has ended. If the Owner fails to comply with this Section, the Architectural Committee shall notify the Board of such failure and the Board shall proceed as though the failure to complete improvement were noncompliance with approved plans. Landscaping on each Lot shall comply with the PUD-approved landscape plan, if any.

5.7 Cut and Fill. The following method shall be employed to reduce cut and fill:

- (a) The encouragement of designs that are fitted into the terrain;
- (b) The encouragement of retaining walls as part of the structure instead of as freestanding elements, except as required for vehicle access and as specified below;
- (c) The prohibition of terracing of Lots in order to conform to the contours of the ground. A relatively level yard area within 25 feet of the primary structure will be allowed. Two retaining walls, each wall not exceeding four feet in height, will be allowed within each yard area. The walls shall also be within 25 feet of the structure.

5.8 Inspection of Work. Inspection of work and correction of defects shall proceed as follows:

- (a) Upon the completion of any construction or reconstruction or the alteration or refurbishing of the exterior of any improvements or upon the completion of any other work for which approved plans are required under this Section the Owner shall give written notice thereof to the Architectural Committee.
- (b) Within forty-five (45) days thereafter, the Architectural Committee or its duly authorized representatives may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and shall report its findings and recommendations to the Board. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance specifying particulars of noncompliance and shall require the Owner to remedy such noncompliance.
- (c) If upon the expiration of the thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board shall set a date on which a hearing before The Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days in advance of notice thereof by the Board to the Owner, the Architectural Committee, and in the discretion of the Board to any other interested party. The hearing procedures shall conform to those adopted by the Board pursuant to the Bylaws.
- (d) At the hearing, the Owner, the Architectural Committee, and in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine

whether there is a noncompliance, and, if so, the nature thereof and the estimated costs of remedying the noncompliance. If noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period the Board in its discretion may either remove the noncompliant improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a reimbursement assessment against such Owner pursuant to Section 4.7 hereof.

- (e) If for any reason the Board fails to notify the Owner of any noncompliance within forty-five (45) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with the said approved plans.

5.9 Liability. Neither the Architectural Committee nor any member thereof or their delegates shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property within the PUD; or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct, provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee or any member thereof may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee. Approval by the Architectural Committee does not mean said Architectural Committee is warranting or incurring any liability for the structural adequacy of the plans, drawings, and specifications submitted to and approved by said Architectural Committee. Plans, specifications and drawings may require building permits and other entitlements from the appropriate governmental agencies.

ARTICLE VI ARCHITECTURAL AND LANDSCAPING 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:

6.1 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 the common area as well, including landscaped areas, parking, open space, walking trails and related common areas and appurtenances.

6.2 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.

6.3 Owner Declarations regarding Forest Land. 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.

6.4 Homes and Improvements on Lots. Unless otherwise provided in this Declaration of approved by the Architectural Committee, no structure may be erected or maintained on any Lot except one

single-family dwelling. Homes shall be of an attractive and high quality architectural design that is compatible in external appearance, design and quality with existing structures in Andrews Place.

6.5 Architectural Theme. The architectural theme is small scale neighborhood friendly cottages, including front porches.

6.6 Building Plan and Site Plan Preparation. The plans, specifications and plot plan for the dwellings constructed on each lot in this development are to be prepared by an architect, architectural designer or engineer consistent with the design established by the Developers and approved by the City of Jacksonville.

6.7 HARC Approvals and Requirements. 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 HOA, 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.

6.8 Architectural Control. Architectural Control for Andrews Place Shall be the responsibility of the Association. Should the owner submit plans to the City of Jacksonville for plan check before completing the plan review, the owner assumes all risk and responsibility for whatever changes must be made by the Association or for any re-submittal to the Association that may be required.

6.9 City Regulations. 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.

6.10 Building Setbacks and Height. Building setbacks are indicated on the Final Plat are a minimum and may increase based on building height per the zoning requirements; apart from those setbacks designated as "zero" feet which are not subject to building height. Additional requirements are:

- (a) **Lots 2 and Lot 3** - have a 20-foot building setback from South Third Street.
- (b) **Lots 4 and Lot 6** - have a 20-foot building setback from Andrews Place.
- (c) **Lot 12** - has a 30-foot building setback from Andrews Place.
- (d) 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 regarding achieving neighborhood compatibility.
- (e) 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) to accommodate parking on each lot.

6.11 Public Access and Driveway Easements. 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.

6.12 Minimum and Maximum Home Size. In deciding whether the minimum requirements set forth have been met, the square footage of any garage, porches or patios shall be excluded. The minimum size for a newly-constructed home, excluding garage, shall be as follows unless otherwise approved by the Association:

- (a) Single family detached single story homes - 1400 square feet.
- (b) Single family detached two story homes - 1800 square feet.
- (c) Dwellings on Lots 8 and Lot 11 are not to exceed 2,200 square feet of livable floor area and

ancillary dwelling units are not allowed.

6.13 Driveways. 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 be infeasible by an Oregon Registered Engineer, and are subject to approval by HARC.

6.14 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.

6.15 The Public Access Easement for access to Tract A: 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.

6.16 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.

6.17 Materials. Materials used must comply with the following:

- (a) Every building, fence, wall or other structure placed on any part of Property must be constructed with new material, unless the use of other than new material has received the written approval of the Architectural Committee.
- (b) No buildings constructed elsewhere may be moved or placed on the Property except with the written approval of the Architectural Committee.
- (c) Siding consistent with the architectural theme is allowed, but not panelized ("T-111") type siding; and is subject to the Architectural Review described in Article 5. Exterior paint colors must be harmonious with those of the rest of the neighborhood, as reasonably determined by the Architectural Committee.
- (d) Fencing must be constructed of wrought iron. Other materials may be allowed at the Architectural Committee's discretion. Fencing must comply with City of Jacksonville's height and placement standards.
- (e) Material, design, and color must be approved by Architectural Committee. 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.

6.18 Landscaping, Lots and Common Area: All landscaping plans require the prior approval of the Association and shall be submitted in sufficient detail to show the location and type of any new tree or shrub, planters, gardens, grass areas, borders (rock, timbers, etc.), water features, ground cover, modifications to elevations (raised areas for grass, gardens, planters, etc.). For the purpose of this section, any planned landscaping that is visible from the street or neighboring property within the development (side, or back yards), must be included in the landscaping plans.

6.19 Landscape Plans: Landscape plans must be submitted within six months of completion of construction or the issuance of a certificate of occupancy. Owner will complete the landscaping for each lot within the project within ten months of the completion of a building on the site.

6.20 Natural Vegetation: 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 of 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.

6.21 Common Area: 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. 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.

6.22 Common Area and Undisturbed Area Maintenance Requirements: The Association agrees to implement and practice fuel reduction activities, in a proactive effort to enhance fire safety. Ladder fuels in the undisturbed areas of the PUD are maintained to remove fuels that will produce flame lengths more than 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.

6.23 Fences and Hedges: Sight-obscuring fences are not allowed. Sight-obscuring is achieved by using planting if approved by the HOA. 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. 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.

6.24 Front Yard Fences Prohibited: No solid wall, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No wall, hedge, fence, standing structure, or enclosure of any kind shall be constructed, grown, or maintained between the street and front set back lines. In the case of any lots on which no residence has been erected, no solid wall, fence or hedge shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot.

6.25 Privacy Screens: The Architectural Review Committee must approve all privacy screens prior to their construction. Owners may make use of plants and shrubs rather than fences for privacy screening. Privacy Screens shall be allowed in living areas such as patios and decks. Privacy Screens shall be limited to **25'** per property line, side and/or rear. The Height limit shall be Five (5) foot height measured from the existing grade level with no fill permitted. In the case of a direction change, such as side yard meeting a rear yard, an additional **15'** will be allowed. Privacy Screen shall not block

neighbor's views of open spaces

6.26 Service Yards: Service Yards may be fenced to shield from view items such as propane tanks, trash cans, storage and pets. Service Yards must be in the building envelope and attached to the home. They shall be five (5) feet in height or less and items in the Service Yard shall not exceed 5' in height. Service Yards shall be the same design constructed of material compatible with the house's siding (no blocks or wire fencing allowed) and shall be stained or painted to match the home. A maximum of 150 square feet in the Service Yard is permitted

6.27 Description of Addition When Applying: The description must show the positioning on a survey map of the Lot indicating the distances in feet and inches from the dwelling and the property Lot and the Lot front, back and side set back lines. The request for approval must also include a complete description of the materials, decorative style, color and dimensions of the addition.

6.28 Tree Preservation and Mitigation. The Declarant and Owners of lots in the PUD shall attempt to preserve as many trees as possible. Owners are responsible for tree mitigation on their respective Lots. Mitigation shall comply with the PUD approval. The Association is responsible for tree mitigation in the Common Area. Mitigation shall comply with the PUD approval.

6.29 Solar Setbacks. All Lots waive any solar setback which is now or in the future required to be waived under City Code for the development of a Dwelling within the Lot or the building envelope.

6.30 Residential Use. The Lots and dwelling units shall be used for Single Family Residential purposes only as approved by the Architectural Committee pursuant to Article 5 and the initial design standards as specifically provided for in this Declaration. No Lot or Dwelling Unit shall be used for a commercial purpose. Commercial purposes, include, but are not limited to multi-level marketing and distribution (e.g. Amway, Mary Kay, etc.) home occupations, and foster care residences. No mobile, modular or manufactured dwelling shall be allowed on any Lot. This Section shall not preclude the construction of a private greenhouse, storage unit, private swimming pool or shelter for the protection of such swimming pool, or storage of a boat and/or personal-use camping trailer. All such improvements must be located in conformance with all applicable municipal regulations and be compatible in design with the residential construction on the subject Lot and adjacent Lots as determined by the Architectural Committee.

6.31 Maintenance. Each Owner shall maintain and keep his/her Dwelling Unit and Lot in a clean, sanitary, and attractive condition. Landscaping on each Lot shall be maintained in at least as good or better quality in design and nature of planting as is required by the Architectural Committee at the time of initial construction of a dwelling on the Lot. If the Owner fails to maintain his/her Dwelling Unit and Lot or any landscaping required by the approvals, as required herein, the Association shall have the right to go upon the Owner's Lot and perform such maintenance pursuant to the Association's authority. The costs incurred by the Association shall be assessed against the Lot as a special assessment pursuant to Section 4.4.

6.32 Commercial or Agricultural Use. No industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on any part of the PUD, unless specifically allowed by this Declaration. No agricultural barns shall be permitted.

6.33 Animals. As many as three domesticated household pets (Cat and/or Dogs) may be kept if they are solely household pets for private use and not for commercial purposes. Other rules that apply as follows:

- (a) No animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance.

- (b) No dog shall be permitted outside of the Lot of the Owner of said dog unless it is under the control of a responsible person by means of a leash.
- (c) The Owner of any pet shall be responsible for cleaning up after said pet on any property within the PUD, including the Common Area.
- (d) Upon request of any Owner, the Board shall determine, in its sole discretion, whether for the purpose of this Section a particular animal shall be considered a house pet or a nuisance.
- (e) The Board of Directors, in its sole discretion, may permit animals other than specified in this Section to be kept in a Home. An Owner may apply to the Board for approval to keep an animal other than permitted under this section as a house pet. When reviewing an application for approval, the Board may consider the number of animals, the animal's size (by weight, height or other characteristic), breed or species or any other relevant criteria to minimize the possibility of violations of this subsection or other provisions of this Declaration.

6.34 Utility Service. Except as approved by the Architectural Committee or set forth on the final plat, no lines, wires, satellite dish larger than eighteen inches (18"), antennae or other devices of any kind for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed, and maintained underground or concealed in, under, or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

6.35 Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage, and no temporary building or structure of any kind shall be used at any time on any Lot for a residence either temporarily or permanently.

6.36 Trash Receptacle. All trash shall be retained in appropriate receptacles and cans shall be kept clean and sanitary and shall be screened from reasonable and ordinary view from the adjoining Lots and streets.

6.37 Basketball Standards. No basketball standards or filled sports apparatus of any nature shall be attached to any dwelling unit or garage or be erected on any Lot without Architectural Committee approval. Any such apparatus must be approved by the Architectural Committee for placement with regard to sensitivity to neighboring Lots. Such approval may be withdrawn with 30 days' written notice. No portable basketball hoops shall be stored in the public right-of-way.

6.38 Garages and Parking. Garages shall be used only for the parking of motor vehicles or recreational vehicles, storage, and permitted workshop purposes. All garages will have automatic garage door operators and all residents are encouraged to keep garage doors, which are visible to the street, closed whenever practical. Residents are encouraged to park their vehicles in enclosed garages.

6.39 Disabled Vehicle & Auto Repair. Inoperable, disabled, or dismantled vehicles shall not be stored on any Lot. Auto repair work shall not be performed on any Lot, except in the case of an emergency at which time repairs shall be performed inside a closed garage.

6.40 Clothes Drying Facilities. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless the Architectural Committee finds such facilities to be adequately concealed so as not to be seen from any adjacent property.

6.41 Mailboxes. There shall be no exterior newspaper tubes or freestanding mailboxes, except as approved by Declarant or thereafter approved by the Architectural Committee.

6.42 Nuisances. No machinery or equipment of any kind shall be placed, operated or maintained

upon or adjacent to any Lot except such machinery or equipment, such as private workshop equipment, as is usual and customary regarding the use or maintenance of a Dwelling Unit. No noxious or offensive condition, including activity causing excessive smoke, dust, noise or debris shall be permitted upon any part of the Lot. Motorized bikes and all-terrain vehicles may not be operated on any Lot or the Common Area. Motorized transportation may be operated on a Lot solely for the purpose of transporting it from a residence to a public roadway for off-site use but recreational use of such machinery within the PUD is not allowed.

6.43 Diseases and Insects. No Owner shall permit anything or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

6.44 Mineral Exploration. No property within the PUD shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any other such substance or other mineral of any kind except for any excavation that may be done in connection with the construction of a dwelling on the property.

6.45 Prior Approval or Easements. No Owner, except Declarant, may grant an easement or other similar interest in a Lot without the prior written approval of the Board.

6.46 Signs. No signs (including without limitation, commercial, family "crest" or name signs and all such similar signs) which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by legal proceedings.
- (b) Such residential identification signs as are installed in the initial construction of the Dwelling Units, subject to the review of the Architectural Committee and approval by the Board as to suitability.
- (c) Such sales and job signs used during the time of construction of any residence or other improvement by Declarant.
- (d) Approved PUD identification monument sign(s) located at the entry to the PUD. In addition to and in conjunction with the signage one or more monument walls at the PUD entrance may be constructed.
- (e) Not more than one "for sale" sign having dimensions not to exceed thirty-six (36) inches by twenty-four (24) inches, pursuant to the Rules of the Association, so long as the posts or standards for said signs do not damage or destroy lawns or plantings. This provision shall not prevent Declarant or any principal building contractor, from advertising during the construction of improvements on any Lot or within the Real Property or during the period any Lot is owned by Declarant.

6.47 Tenant Leases. No dwelling unit shall be rented or leased for a period of less than thirty (30) continuous days at one time. All rental and lease agreements shall be in writing and shall comply with the provisions or the Bylaws.

6.48 Hedges. Hedges and sight-obscuring plants shall not exceed three (3) feet in height in the front yard or along any side Lot line, unless otherwise required by the final landscape plan or approved by the Architectural Committee.

6.49 Construction Debris. The Owner of each Lot is responsible for the temporary containment and permanent removal of all construction debris on the Lot and any debris which is windblown or in any way displaced from the construction site to adjoining property. The Owner shall not allow the accumulation of large quantities of debris, on or off site, during construction. The Owner is also responsible for the cleanup of any dirt or mud tracked into the Common Area street during construction of improvements on his or her property. The Owner shall not allow the accumulation of large quantities of debris, on or off site, during construction.

6.50 Right or Inspection. Upon seventy-two (72) hours' written notice (emergencies excepted) and during reasonable hours, any authorized member of the Board, or any authorized representative of any Board member, shall have the right to enter upon and inspect the Lot and the exterior or the dwelling unit or any or the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration, the Bylaws, and the rules and regulations adopted by the Board, have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry or inspection. If such inspection is made by the Architectural Committee upon authorization by the Board, a report shall be made to the Board which will decide the action to be taken. These rights shall be exercised in such a manner as to reasonably minimize any adverse impact upon the Owner's right to enjoyment of his/her Lot.

6.51 Landscape or Common Area Maintenance. No Lot Owner shall do any alteration, work or maintenance within the Common Area without the approval of the Board.

6.52 Firearms. No firearms shall be used or discharged on any Lot or the Common Area.

6.53 Fuel Tank. No fuel tanks shall be constructed above or below ground level except for propane gas for home use. Any such tank shall be screened from view in a manner approved by the Architectural Committee.

6.54 Lighting. No invasive outdoor lighting within the PUD shall be permitted. All outdoor lights shall be shielded from point source glare and shall not be directed towards adjacent parcels. All overhead or other area lighting shall be shielded to cast a downward glare.

6.55 Bicycles and Horses. Bicycles and horses are prohibited on the trails in the Common Area.

6.56 Parking. Except as provided in this section and without the written consent of Board of Directors, no vehicles may be parked or stored on any part of a Lot or Common Property other than within the confines of an enclosed garage of a Home or concealed behind a fence or screen that is constructed parallel with the front of the garage on a Lot.

6.57 Permitted Passenger Vehicles. Passenger vehicles (including automobiles, minivans and sports utility vehicles), light trucks without campers (vehicles with single rear axles and single rear wheels), and motorcycles, all of which are operable and properly licensed (collectively, "Permitted Passenger Vehicles") may be parked in the driveway of a Lot.

6.58 Loading and Unloading. Motor homes, recreational vehicles, light trucks with campers, boats, trailers, moving vans and other similar vehicles and equipment are allowed in the driveway of a Lot for the purpose of loading and unloading.

6.59 Temporary Parking. A motor home or recreational vehicle of an Owner, occupant or guest of an Owner or occupant may not be parked in the driveway of the Lot of the Owner or occupant for more than seventy-two (72) hours during any given month (per vehicle), without the written approval of the Board of Directors.

ARTICLE VII PROPERTY RIGHTS AND EASEMENTS

7.0 Conveyance of Common Area. The Declarant hereby covenants for itself successors, and assigns that prior to or at the turnover meeting provided for in the Bylaws, it will convey fee simple title to the Common Area to the Association free and clear of all liens and encumbrances except the covenants, conditions and restrictions herein set forth, easements, and utility rights-of way then of record. All said facilities shall be for the use and benefit of the residents of the PUD.

7.1 Easements in the Common Area. Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area, and for any easement shown on the final plat, a nonexclusive easement for ingress and egress over and through the Common Area, and a nonexclusive easement for vehicular ingress and egress over and through those portions of the

Common Area which shall be designated as private drives or alley ways on the recorded maps of the PUD. Such easements shall be appurtenant to the right of the Association to sell, transfer or encumber all or any portion of the Common Area or burdened Lot to a person, firm, or entity, whether public or private and the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such sale, transfer, encumbrance, or dedication shall be effective except upon the prior vote or written consent of members representing sixty (60%) percent of the voting power of the Association and sixty percent (60%) of the voting power in members other than the Declarant; provided, however, that a dedication required by a governmental agency as a condition to recording a final plat covering any portion of the Real Property shall require no such prior vote or written consent.

7.2 Utility Easements. Each Lot shall be conveyed to Owners, other than Declarant, subject to any and all easements of record for the use and benefit of several authorized public and/or other utilities, including but not limited to cable T.V., sanitary sewers, water, gas, electrical, and drainage easements, and no Owner shall damage or interfere with the installation or maintenance of such utilities or in any manner change the direction or flow of drainage channels in any such easements or in any manner construct or retard the flow of water through drainage channels in any such easement.

7.3 Encroachment Easements. Each Lot, as the dominant tenement, shall have an easement over adjoining Lots and Common Area as the servient tenements for the purpose of accommodating any encroachment due to foundations, exterior walls, windows, roof overhangs, and fences or walls which are built in accordance with the original design, plans and specifications of Declarant, or due to engineering errors, errors or adjustments in original construction, settlement or shifting of the building, or similar cases. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the intentional conduct of said Owner or Owners other than adjustments by Declarant in the original construction. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each adjoining Lot agree that minor encroachments over adjoining Lots and Common Area shall be permitted and that there shall be valid easement for the maintenance of said encroachments so long as they shall exist. In the event that an error in engineering, design, or construction results in an encroachment of a building into the Common Area or into or onto an adjoining Lot, or into a required setback area, a correcting modification may be made in the subdivision map. Said modification shall be in the form of a certificate of correction and shall be executed by Declarant (so long as Declarant is the sole Owner of the property) and by Declarant's engineer and by the city engineer. If the correction occurs after title to the Common Area has been conveyed to the Association, the Association shall also execute the certificate of correction. The Board of Directors may, by vote or written approval of a majority of the directors, authorize the execution of the certificate of correction.

ARTICLE VIII INDEMNITY

8.0 Indemnification. Each Owner of any of the real property in the Andrews Place PUD agrees to defend and indemnify and hold the other Owners harmless from and against any losses. Claims, demands, and other liabilities whatsoever arising out of his/her use of the Common Area or use there of the such Owner's agents.

**ARTICLE IX
AMENDMENTS**

9.0 Procedure. Except as otherwise herein expressly provided, until the two (2) class voting structure of the Association is converted to one (1) class voting, this Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by members representing at least seventy-five percent (75%) of the total voting power of each class of membership of the Association. At such time as the two (2) class voting structure has been converted to one (1) class voting pursuant to the provisions hereof, any such amendment shall be approved by seventy-five percent (75%) of the total voting power of the Association and seventy-five percent (75%) of the voters of members other than the Declarant; provided that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed to take action under said clause or provision; and provided further that the Declarant shall have the power and authority to amend this Declaration when required by a governmental agency as a condition to obtaining a permit.

9.1 City Council Ratification. Notwithstanding sufficient authority to amend under Section 9.0 above, City Council ratification is required before any amendments take effect.

**ARTICLE X
DEVELOPMENT RIGHTS**

10.1 Limitations of Restrictions. Declarant is undertaking the work or constructing improvements within the PUD. The completion of that work and the sale, rental, and other disposal of Lots is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community nothing in these restrictions shall be understood or construed to:

- (a) Prevent Declarant, its contractors, subcontractors, or permittees from obtaining reasonable access over and across the Common Area of the PUD or from doing, on any Lot or any portion of the PUD, whatever is reasonably necessary or advisable regarding the completion of said work or
- (b) Prevent Declarant from maintaining such signs within the PUD, as may be necessary for the sale or disposition of the Lots therein.

10.2 Declarant's Development Rights. Notwithstanding any other provision herein contained, Declarant expressly retains unalterable rights to develop the real property described on Exhibit A. It is anticipated that development of the Real Property will extend over a period of years and for that reason, the Declarant shall retain the flexibility to develop the property in the manner deemed best by Declarant in Declarant's sole discretion. Declarant's reserved rights shall include the power to restrict access to portions of the Common Area as reasonably necessary during construction, and thereafter, for health, safety, privacy, and security purposes, as deemed appropriate by Declarant. There shall be no limitation other than that imposed by appropriate governmental agencies having jurisdiction upon Declarant's rights to develop and sell the property in any manner deemed appropriate by Declarant.

10.3 Declarants Rights to Build Model Homes. Declarant may use any of the Lots within the PUD owned by it for model home sites, sales offices, and parking therefore and for any other purpose for which Declarant may use the Common Area as provided herein. Declarant may use any dwellings upon Lots owned by it as a temporary overnight residence and for promotional purposes in connection with its sales program.

10.4 Declarants Right to Alter Plans. Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate, subject to applicable governmental approvals.

The rights of Declarant under this Declaration may be assigned to any successor or successors to all or part of said entity's respective interests in the Real Property described on Exhibit A by an express assignment incorporated in a recorded deed, option, or lease, as the case may be, transferring such interest to such successor.

10.5 Consent of Declarant to Amendment. Until Declarant shall sell all the Lots in the PUD and shall construct homes thereon, no amendment to this Declaration shall be effective to curtail or eliminate Declarant's development rights set forth herein without Declarant's consent.

ARTICLE XI OBLIGATIONS OF OWNERS

10.0 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.

11.0 Lots 13, 14 and 15 Additional Assessments. 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.

12.0 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 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 XII GENERAL PROVISIONS

12.1 Binding Effect. The covenants, conditions and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

12.2 Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether the relief sought is negative or affirmative action, by Declarant, the Association, or any Owner.

12.3 Violation of Law. Any violation of any federal, state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of the PUD or any part thereof is hereby

declared to be a violation of this Declaration and subject to all the enforcement procedures set forth herein.

12.4 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, be taken for any public or quasi-public use under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association. Any such award to the Association shall be deposited into the operating fund of the Association. No Owner shall be entitled to any portion of such award, and no Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right or participation being herein reverted exclusively to the Association or other holder of the fee title which shall, in its name alone, represent the interests of all Lot Owners to the extent such Lot Owners have any interest.

12.5 Obligations of Owner. No Owner may avoid the burdens or obligations imposed on him/her by this Declaration through non-use of the Common Area or by abandonment of his/her Lot. Upon the conveyance, sale, assignment, or other transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any such assessments levied with respect to such Lot after the date of such transfer. and no person, after the termination of his/her status as an Owner and prior to his/her again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

12.6 Notice of Sale. Within five (5) business days after the consummation of the sale of any Lot under circumstances whereby the transferee becomes an Owner thereof, the transferee shall notify the Association in writing of such sale. Such notification shall set forth (a) the name of the transferee and his/her transferor; (b) the street address of the Lot purchased by the transferee; (c) the transferee's mailing address; and (d) the date of sale. Prior to receipt of such notification, all communications required or permitted to be given by the Association, the Board or the Architectural Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to his/her transferors.

12.7 Notices. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, such notice or document shall be deemed to have been delivered and received five (5) calendar days after a copy thereof has been deposited in the United States Postal Service, postage prepaid, addressed as follows:

- (a) If to the Association, to the address designated by the Association as its principal office address in the Articles.
- (b) If to an Owner, to the address of any Lot owned in whole or in part by him/her or to any other address last furnished by an Owner to the Association.
- (c) If to Declarant:

OWINGS PROPERTY LLC

c/o Tom Owings
P.O. Box 391
Pinetop AZ 85935

The Declarant's address may be changed at any time by delivering a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address.

12.8 Cumulative Remedies. Each remedy provided by this Declaration is cumulative and not exclusive.

12.9 Partial Invalidity. The invalidity or partial invalidity of any provision of this Declaration

shall not affect the validity of, or enforceability of, any other provision.

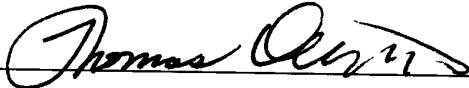
12.10 Number; Gender. As used herein, the singular shall include the plural and the plural the singular unless the context requires the contrary: and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter as the context requires.

12.11 Attorney Fees. If any action is brought to enforce the provisions of this Declaration, the prevailing party shall be entitled to its reasonable attorney fees, to be affixed by the arbitrator or court, including its reasonable attorney fees on appeal.

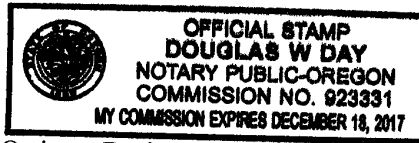
**ARTICLE XIII
ADOPTION OF DECLARATION**

IN WITNESS WHEREOF, the undersigned, as declarant, subscribed to and dated these conditions, covenants and restrictions in Jacksonville, Jackson County, Oregon, this 13th day July 2017:

ANDREWS PLACE PROPERTY OWNERS ASSOCIATION. INC.

By 
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:

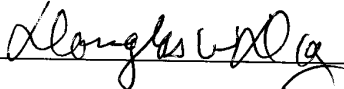
BEFORE ME: 
Notary Public for Oregon

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All lots and tracts shown in that certain plat of Andrews Place recorded in the plat records of Jackson County, Oregon in volume 43, page 11, as filed in the office of Jackson County Surveyor as 22284.

EXHIBIT B
ANDREWS PLACE PROPERTY OWNERS ASSOCIATION INC.
An Oregon Non-Profit Mutual Benefit Corporation

AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws of Andrews Place Property Owners Association, Inc. are made this 13th day of July 2017 by the Andrews Place Property Owners Association, an Oregon nonprofit corporation ("Association").

RECITALS

A. Andrews Place was created by that certain "Declaration of Covenants, Conditions and Restrictions which was recorded in the Official Records of Jackson County, Oregon as Document No. 2016-011913 ("Original Declaration"). Incorporated in the Original Declaration were the "Original Bylaws of Andrews Place."

B. The members of the Association have voted to amend and restate the Original Declaration and the Original Bylaws. Upon the recording of this Amended and Restated Declaration and these Amended and Restated Bylaws of the Association, the Original Declaration, the Original Bylaws and the Standards shall be of no further force or effect.

AMENDED AND RESTATED BYLAWS FOR ANDREWS PLACE

I. NAME AND LOCATION

The name of the corporation is **ANDREWS PLACE PROPERTY OWNERS ASSOCIATION INC.**, (hereinafter referred to as the "Association"). The Association is organized under the Oregon Nonprofit Corporation Law. The initial principal office of the Association shall be located in the City of Jacksonville, County of Jackson, State of Oregon, but meetings of Members and Directors may be held at such other places which are as close as possible to the property within Jackson County, Oregon, as may be designated by the Board.

II. DEFINITIONS

The terms used herein shall have the meanings set forth in Section 1, of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andrews Place Property Owners Association, Inc.

III. MEMBERSHIP

3.1 Qualification. Every person or entity who is the Owner of a Lot which is subject by covenant of record to assessment by the Association shall be a Member of the Association and shall be entitled to membership for each Lot owned. The foregoing is intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A vendee under a recorded land sale contract or recorded memorandum of land sale contract shall be considered the Owner for purposes of membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.2 Voting. All membership and voting procedures are governed by the Articles and Bylaws of the Association and the Association shall have two classes of voting membership:

- (a) **Class A.** Class A Members shall be all Owners, apart from Declarant. Class A Members are entitled to one vote for each lot in which they hold the interest required for

membership. When more than one person holds such an interest in any lot, all such persons are Members. When more than one Member exists for a given lot, the vote for such lot may be exercised as those Members themselves agree. If they are unable to agree the vote for the Unit shall be cast as provided in the Declaration. The vote applicable to any lot sold under a contract of purchase shall be exercised by the contract purchaser. Class A Members may vote by proxy.

- (b) **Class B.** The Class B Member shall be the Declarant and shall be entitled to Five (5) votes for each lot which he owns. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration. The Class B Member may vote by proxy.
- (c) Notwithstanding anything else in this instrument that might be construed to the contrary, after Class B Membership ceases and is converted in accordance with 3.2(b) above, all provisions of this instrument requiring a vote of Class A and Class B Members, or all classes of Members, shall be construed as requiring a vote by Class A Members only.

3.3 Transfer. The membership held by any Member by virtue of his/her ownership of a Lot shall not be transferred, pledged, or alienated in any way, except upon the transfer of Title to such Lot, and then only to the transferee of title thereto.

3.4 Suspension of Membership. During any period in which a Member shall be in default for the payment of any assessment levied by the Association pursuant to the Declaration, the voting rights of such Member shall be suspended. However, the Board shall give any such Member at least fifteen (15) days notice prior to such suspension, during which time the Member shall be entitled to a hearing before the Board if he so requests.

3.5 Initial Board of Directors. The initial Board of Directors shall be appointed by Declarant until such time as the Turnover Meeting is called pursuant to Section 4.1. Thereafter, the Board shall be elected as provided in Section 6. The initial Board of Directors shall consist of two (2) Directors. The two Board of Directors appointed by the Declarant are Tom Owings and Susan Gilmore.

IV. TRANSITION AND TURNOVER MEETINGS

4.1 Turnover Meeting. A turnover meeting (the "Turnover Meeting") shall be called by Declarant upon the termination of Class B membership in the Association, but not later than sixty (60) days after conveyance to Owners other than Declarant of ninety percent (90%) of the total number of Lots in the Planned Community. If Declarant fails to call the Turnover Meeting, any Owner may call the meeting. Notice of the meeting shall be given to Members not less than ten (10) nor more than fifty (50) days prior to the meeting. At the Turnover Meeting the Declarant shall relinquish control of the Association to the Owners. All information and documentation relating to the Project shall additionally be turned over to the Owners at such time, including but not limited to: The Declaration, all corporate documents, the deed to the common area, rules and regulations, the resignation of Directors and Officers appointed by Declarant, Association funds, a report on the present financial condition of the Association, tangible personal property belonging to the Association, records of all property tax payments pertaining to the common area, copies of all income tax returns and related supporting data, all bank signature cards, plans and specifications, insurance policies, occupancy and government permits, all warranties relating to the Common Areas, a list of contractors, a roster of Owners, names of lessees, if any, and any contracts relating to the Project. Declarant or its informed representative shall remain available in an advisory capacity to meet with the Board on a minimum of three (3) mutually acceptable dates during the three (3) months immediately following the Turnover Meeting.

4.2 Declarant's Reservation of Rights. Notwithstanding anything to the contrary, in the event Declarant has not completed development of Lots or common area at the time of the Turnover

Meeting, Declarant may continue to hold the special Declarant rights reserved under the Declaration.

V. MEETINGS OF MEMBERS

5.1 Annual Meeting. The annual meeting of the Members shall be held each year at 4:00 P.M. on the First Tuesday in the month of May, commencing with the 1st Tuesday in September 2017. The annual meeting shall be held for the purpose of electing Directors and for the transaction of any other business that may come before the meeting. If the election of the Directors is not held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient and upon prior notice to the Members of the Association.

5.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Board, by a majority of a quorum of the Board, or upon written request of Members who are entitled to vote twenty percent (20%) of the total voting power of the Association.

5.3 Notice of Meetings. Written notice of each meeting of the Members, whether annual or special, shall be given by, or at the direction of the Secretary or person authorized to call the meeting, in person or by mailing a copy of such notice by first-class mail at least ten (10) days but not more than fifty (50) days before such meeting to each Member entitled to vote thereat and to each mortgagee requesting such notice. With respect to Members, notice shall be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes or any proposal to remove a Director or Officer. Mailed notices shall be deemed received when deposited in the United States mail with postage fully paid thereon.

5.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least thirty percent (30%) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in The Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present in person or by proxy at any such meeting, the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting to a place and a time certain not less than five (5) days nor more than thirty (30) days from the time the original meeting was called at which adjourned meeting the quorum requirement shall be at least twenty percent (20%) of the votes of the entire membership. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. Any meeting at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by Members representing a majority of the votes present thereat, either in person or by proxy.

5.5 Use of Proxies. At all Meetings of Members each Member may vote in person or by proxy on all matters. All proxies shall be in writing, dated and filed with the Secretary before the commencement of any meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot or upon the death or incapacity of the Member who executed the proxy. A proxy shall terminate eleven (11) months after its execution unless a shorter period of time is specified. Except as otherwise provided in the Articles or these Bylaws a majority of the voting power present, in person or by proxy, shall prevail at such meeting.

5.6 Members Entitled to Vote. The Board of Directors may fix a time not exceeding thirty (30) days preceding the date of any meeting of Members as a record date for the determination of the Members entitled to vote at any such meeting and, in such case, only Members of record on the date so fixed shall be entitled to notice and to vote at such meeting. In the event no such record date is

fixed by the Board of Directors. the record date for the determination of Members entitled to notice and to vote at any such meeting shall be as of 8:00 a.m. on the (30th) day preceding the date of such meeting.

5.7 Voting. The vote for each Lot shall be cast as a unit; fractional votes shall not be allowed. If more than one person is the Owner of a Lot, and such persons are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any such person or persons jointly owning a Lot cast a vote representing that Lot, it will thereafter be conclusively presumed for all purposes that he, she or they were acting with the authority and consent of all other such persons. In the event more than one vote is cast for a particular Lot, such votes shall be void and shall not be counted.

5.8 Order of Business. *The order of business of all meetings of the Members shall be as follows:*

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Board and Officers;
- (e) Election of Directors, if any are to be elected;
- (f) Unfinished business, and
- (g) New business.

5.9 Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book resolutions adopted at the meeting and shall keep; a record of all transactions occurring thereat. Roberts Rules of Order (latest edition), as modified by the Board of Directors, shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

VI. BOARD OF DIRECTORS

6.1 Number, Tenure and Qualifications. After the Turnover Meeting, the Board of Directors of this Corporation shall consist of three (3) Members. At the first annual meeting of the Members of the corporation, and at each annual meeting thereafter, the Board of Directors succeeding the initial Board of Directors shall be elected by the Members as hereinafter set forth. Both Class A and Class B Members are permitted to cumulate their votes either by giving one candidate for election to the Board of Directors as many votes as the number of such Directors to be elected, or by distributing such votes on the same principle among any number of such candidates. Notwithstanding anything else in these Bylaws, Articles of Incorporation, the Declaration or any other agreement to the contrary, it is the intent of these Bylaws that so long as there are two classes of Members, the cumulative voting provisions herein shall be interpreted to allow the Class A Members to elect not less than one (1) Director. Cumulative voting shall cease when the Class B membership is converted to Class A membership as provided in the Articles of Incorporation and the Declaration. Directors need not be Members of the corporation. The Declaration and these Bylaws provide for a period of control of the Association by the Declarant. Such control shall include allowing the Declarant to appoint or remove Members of the Board of Directors of the Association until the Turnover Meeting.

6.2 Powers. The business affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall have all of the powers set forth in the Oregon Nonprofit Corporation Act, the Articles of Incorporation, these Bylaws and the Declaration, except where the same are reserved to the Members by any of the above.

6.3 Regular Meetings. The annual meeting of the Board of Directors shall be held without notice, other than these Bylaws, immediately after and at the same place as, the annual meeting of the Members of the Association, except that notice of the time and place of a regular meeting of the Board shall be posted at a place or places on the "property" at least (1) days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform Owners of such meetings.

6.4 Special Meetings. Special meetings of the Board of Directors may be called at the request of any two Directors or at the request of the President. The person or persons authorized to call special meetings of the Board of Directors may fix the time for the holding of any special meeting of the Board of Directors.

6.5 Notice. Notice of any special meeting shall be given at least 10 days prior to such meeting to each Director at his/her home address or by telegram. So that Lot Owners will know of such meeting, notice shall also be posted at a place or places on the property at least three (3) days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform Lot Owners of such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with postage prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.6 Quorum. Attendance by a majority of Directors shall constitute a quorum for transaction of business at any meeting of the Board of Directors. If less than two Directors are present at a meeting, the Director present may adjourn the meeting from time to time without further notice except as to the date and time of the continued meeting.

6.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless a greater number is specifically required by the Oregon Nonprofit Corporation Act, The Oregon Planned Community Act, the Articles of Incorporation or these Bylaws.

6.8 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

6.9 Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of Directors, unless the Articles of Incorporation provide otherwise, and further provided that, as long as there are two classes of Members it is the intent of these Bylaws that any vacancy occurring on the Board of Directors be filled by a person representing the class of Members from which the Director was elected.

6.10 Removal of Directors. Whenever the best interests of the corporation may be served thereby, a Director may be removed with or without cause at a meeting called expressly for that purpose by vote of the holders of a majority of all shares then entitled to vote at an election of Directors.

6.11 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which any action on any corporate matter is taken, shall be presumed to have assented to the action taken unless written dissent to such action is filed with the person

acting as Secretary of the meeting before adjournment thereof or, unless the Director forwards such dissent by mail to the Secretary of the corporation immediately after adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

6.12 Term. The terms of all Directors shall be staggered on an annual basis to be determined at the annual meeting.

6.13 Compensation and Expenses. No Director shall receive compensation for his/her services as a Director or the corporation. Reimbursable expenses, if any, shall be paid upon approval of the Board of Directors.

6.14 Fidelity Bonds. The Board of Directors shall require that any person or entity including, but not limited to, employees of any professional manager, who handles or is responsible for Association funds, shall furnish such fidelity bond as the Board deems adequate. The premiums on such bonds shall be paid by the Association.

6.15 Open Meetings. All meetings of the Board of Directors shall be open to the Members.

VII. OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The Officers of the Association shall be a President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Only the offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices. The President shall be a Member of the Board of Directors. No other Officer shall be required to be selected from the Board or Directors.

7.2 Election of Officers. The election of Officers shall take place at the first regular meeting of the Board following the Turnover Meeting and each annual meeting of the Members thereafter; provided, however, prior to the Turnover Meeting, the Officers may be appointed on an annual basis by the Board of Directors or by Declarant.

7.3 Term. The Officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

7.4 Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.5 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The Officer elected to such vacancy shall serve for the remainder of the term the Officer he/she replaces.

7.6 Duties. The duties of the Officers are as follows:

- (a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall, if required by the Board, sign all written instruments on behalf of the Association;
- (b) The Secretary shall act in the place and stead of the President in the event of his absence, inability or refusal to act. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal, if

any, of the Association and affix it to all papers requiring said seal; serve notice of the meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as are required by the Board;

- (c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year and make the same available to Members of the Association for inspection within thirty (30) days after the completion of said audit; and shall prepare an annual budget and a statement of income and expenditures and report to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members within thirty (30) days after its completion.
- (d) Checks of the Association shall be signed by the officer or officers designated by the Board.

VIII. LIABILITY AND INDEMNIFICATION OF OFFICERS

8.1 *Liability and Indemnification of Officers and Directors.* The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an Officer or Director of the Association whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the Owners for any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such Officer and Director free and harmless against all liabilities to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association or former Officer or Director of the Association may be entitled.

8.1 *Common Interested Directors.* The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant), in which one or more of the Directors of the Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for that purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for that purpose; or

- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he/she were not such Director or Officer of such Association or not so interested.

IX. INSURANCE

9.1 Insurance to Be Obtained by Association. The Association shall obtain and maintain at all times insurance, as set for herein, including insurance against fire, vandalism and malicious mischief, where applicable and appropriate, with endorsement for extended coverage, or other perils for the full insurable replacement value of the Association property. The insurer shall be governed by the following provisions:

- (a) The insurer shall waive its rights of subrogation to any claims against the Declarant, the Board of Directors, the Association, the Managing Agent, the Owners and their respective agents, employees, tenants, guests and in the case of Owners, the members of their households.
- (b) The master policy on the Association property shall not be cancelled, invalidated, or suspended because the conduct of any Member of the Board, Officer or employee of the Board of Directors; or the Managing Agent or Owners, without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect.
- (c) The policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Board of Directors.
- (d) The net proceeds of such policies shall be payable to the Association.
- (e) All policies or insurance shall be written with a company licensed to do business in the State of Oregon and holding a rating of "A+" or better by the Best's Insurance Reports, or equivalent.
- (f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

9.2 Coverage.

- (a) **Casualty.** All improvements, which the Board decides should be insured, in the Landscape Area shall be insured in an amount to be determined annually by the Board of Directors. If determined appropriate by the Board, such coverage shall afford protection against:
 - (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (ii) Such other risks as from time to time shall customarily be covered with respect to similar construction as found in the Landscape Area, including, but not limited to, vandalism and malicious mischief.
- (b) **Liability Insurance.** Public liability insurance shall be obtained in such amounts and with coverages as shall be required by the Board of Directors, and shall include, but not be limited to hired automobile and non-owned automobile coverages, with a cross-liability endorsement to cover liabilities of the Owners as a group to an Owner. The Board of Directors shall review such limits once a year. It shall be the responsibility of each Owner to obtain, at his/her own expense, liability insurance with respect to

his/her ownership and/or use of his/her Dwelling Unit and Lot, and the Board of Directors shall not be responsible for obtaining such insurance.

- (c) In addition, the Board shall obtain the following coverages:
- (i) Worker's compensation insurance meeting all the requirements of the laws of the **State** of Oregon, if necessary.
 - (ii) Directors and Officers liability insurance, if necessary.
 - (iii) Fidelity bond for Officers and Directors, if the Board deems such necessary.
 - (iv) Such other insurance as the Board of Directors shall determine from time to time to be desirable.

9.3 Premiums. Premiums for insurance policies purchased by the Association shall be assessed by the Association against the Owners as part of the Common expenses.

9.4 Payment of Proceeds to Association. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association.

9.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

- (a) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired, or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided.
- (b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds may be used by the Association for such Landscape Area improvements as it shall deem appropriate.

9.6 Insurance to Be Obtained by Owner. Each Owner of a Lot shall insure his Dwelling Unit at its full insurable replacement value against fire, vandalism and malicious mischief with an endorsement for extended coverage. Each Owner shall obtain from his/her insurance carrier a waiver of its subrogation rights to any claims against the Declarant, the Board of Directors, the Association, the Managing Agent, the Owners and their respective agents, employees, tenants, guests and in the case of Owner, the members of their households.

X. MEMBER'S OBLIGATIONS REGARDING USE OF PROPERTY

10.1 Lawful Use. No Owner shall permit or suffer anything to be done or kept upon any Lot or the Landscape Area which will increase the rate of insurance on the Dwelling Units, or the contents thereof, or the Landscape Area, which will result in the cancellation of such insurance, or which is in violation of any law. No Owner shall permit or suffer anything to be done or kept upon any Lot or the Landscape Area, which will obstruct or interfere with the rights of other Owners, or annoy other Owners by unreasonable noises or otherwise, nor shall any Owner commit or permit any nuisance or immoral or illegal act on any Lot or the Landscape Area. Each Owner shall comply with all requirements of applicable governmental authorities respecting the use and occupancy of the Lots.

10.2 Compliance with Rules. Each Owner shall pay Association dues and assessments when they are due. Each Owner shall comply with the terms of the Declaration and these Bylaws and all rules and regulations adopted and promulgated by the Board of Directors or Architectural Committee.

10.3 Use of Employees of Association. An Owner shall not require or request employees of the

Association to do work on the Owner's premises or anywhere on the Project unless such work is the responsibility of the Association, and then, except in case of emergency, any such request shall be made through the Association manager, if any, or the Board.

XI. BOOKS AND RECORDS

11.1 Inspection. The membership register, books of account and minutes of meetings of the Members, of the Board and of committees of the Board shall be made available for inspection and copying by any Member of the Association or by his/her duly-appointed representative at any reasonable time and for a purpose reasonably related to his/her interest as a Member, at the office of the Association or at such other place within the Planned Community as the Board shall prescribe.

11.2 Rules. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection.
- (b) Hours and days of the week when such an inspection may be made.
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

11.3 Director's Right. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

XII. AMENDMENTS

These Bylaws may be amended only by the vote or written assent of the Members as follows:

- (a) So long as the Class A and Class B memberships exist, upon the vote or written assent of a majority of the voting power of each class, or
- (b) After conversion of the Class B to Class A membership, upon the vote or written assent of a majority of the total voting power of the Association including a majority of the voting power of Members other than Declarant.

Provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes or written assets prescribed for action to be taken under that clause or provision. Prior to completion of the Project by Declarant, no amendment to Section 4.3 of these Bylaws shall be effective without the prior written consent of Declarant. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

XIII. NOTICES


Any written notice or other documents relating to or required by these Bylaws may be delivered either personally or by mail. If by mail, such notice or document shall be deemed to have been delivered and received five (5) calendar days after copy thereof has been deposited in the United State postal service, postage prepaid addressed as follows:

- (a) If to the Association, to the address designated by the Association as its principal office address in the Articles of Incorporation.
- (b) If to an Owner, or to his Tenant, then to the address of any Lot owned, in whole or in part, by the Owner or to any other address last furnished by an Owner or his Tenant to the Association.

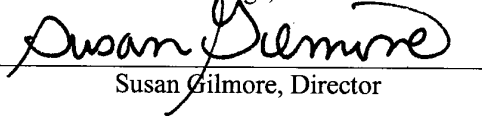
(c) If to Declarant: **OWINGS PROPERTY LLC**
c/o Tom Owings
P.O. Box 391
Pinetop, AZ 85935

Declarant's address may be changed at any time by delivering a written notice of change of address to the Association. Each Owner of a Lot or his Tenant shall file the correct mailing address of such Owner or his Tenant with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of ANDREWS PLACE PROPERTY OWNERS ASSOCIATION INC., certify that the Amended and Restated Bylaws were approved by the required percentage of owners.

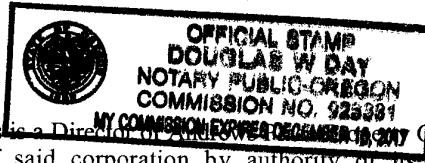


Tom Owings, Director



Susan Gilmore, Director

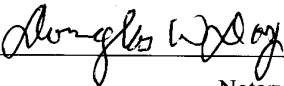
STATE OF OREGON)
) ss.
County of Jackson)



July 13, 2017

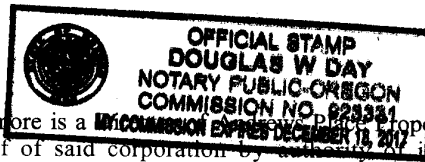
Personally, appeared before me, Tom Owings is a Director of Andrews Place Property Owners Association did say this instrument was signed on behalf of said corporation by authority of its Board of Directors; and acknowledged these Amended and Restated Bylaws to be its voluntary act and deed:

BEFORE ME:



Notary Public for Oregon

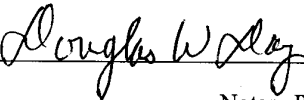
STATE OF OREGON)
) ss.
County of Jackson)



July 13, 2017

Personally, appeared before me, Susan Gilmore is a Director of Andrews Place Property Owners Association did say this instrument was signed on behalf of said corporation by authority of its Board of Directors; and acknowledged these Amended and Restated Bylaws to be its voluntary act and deed:

BEFORE ME:



Notary Public for Oregon