

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HARTUNG FARMS**

TO THE PUBLIC

THIS DECLARATION, Made on the hereinafter set forth by the undersigned, EDWARD J. STRANDBERG, hereinafter referred to as “Declarant”;

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

That portion of the following tract lying East of a line drawn 1254 feet West of, and parallel to, the East boundary of the following tract:

That portion of the John B. Hall Donation Land Claim Notification No. 7000, lying within Section 28, Township 1 North, Range 1 West of the Willamette Meridian, described as follows: Beginning at a stone at the most westerly northwest corner of the James A. Flipped D.L.C. in Section 28, Township 1 North, Range 1 West of the W.M., Washington County, Oregon, running thence along the north line of said Flippen Clain, South 89° 58’ East of 1407.0 feet to an iron, also being the southwest corner of that certain tract of land conveyed to Bauer by deed recorded in Book 141, page 125, Deed Records: thence along the west line of said Bauer tract North 2095.8 feet to an iron which is also the northwest corner of the Bauer tract; thence North 89° 07’ West 2297 feet to an iron on the east line of the Paul D. Schackelford Cl., thence south along the east line of the Francis McGuire Cl., No. 57, 1562.4 feet to a point on the center of County Road; thence South 88° 59’ East 892.0 feet to an iron; thence South 0° 08’ West 551.1 feet to the place of beginning.

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

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

ARTICLE I

DEFINITIONS

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

1. “Association” shall mean HARTUNG FARMS HOMEOWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, and its successors and assigns;

2. "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth;
3. "Common Area" shall mean all property intended for the common use and enjoyment of the members of the Association, including streets, open areas, recreational facilities, and all other property in recorded subdivision maps not falling within the definition of "lot", "Townhouse Site", or "Townhouse", as marked and shown on recorded subdivision maps of said property, and all real property similarly intended or marked on recorded declarations of additional property brought within the jurisdiction of the Association.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which such plot measures approximately 20,000 square feet, used or intended for use as a single-family residence property, and excluding any common area and any "Townhouse Site" as hereinafter defined.
5. "Townhouse Site" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, which is substantially larger than a "lot" and used or intended to be used for a cluster of Townhouses.
6. "Dwelling" shall mean and refer to any single-family resident constructed upon a lot, but shall not include the eaves, garage, porches or steps of such residence.
7. "Townhouse" shall mean and refer to a single-family resident upon a Townhouse Site which is a part of a larger building containing other Townhouses, and, with respect to each such Townhouse, shall be deemed to include the real property owned in connection therewith.
8. "Member" shall mean and refer to every person or entity who holds membership in the Association.
9. "Owner" shall mean and refer to the record owner (including contract purchase), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.
10. "Declarant" shall mean and refer to the undersigned, Edward J. Strandberg, his heirs, successors and assigns, if such heirs, successors or assigns should acquire more than one undeveloped lot or building site from the Declarant for the purpose of development.
11. The word "Townhouse" shall also mean and refer to a condominium unit established by a Declaration of Unit Ownership, and all references herein to a "Townhouse" shall apply in the same manner and to the same extent to a single-family residential condominium unit.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Real property, in addition to that described in the duly recorded plat of HARTUNG FARMS, may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

1. If, within ten years of the date of the recording of these covenants, the Declarant should desire to develop additional lands contiguous to the duly recorded subdivision known as HARTUNG FARMS, such additional lands may be annexed to said properties, without the assent of the Class A members of the Association, by two-thirds (2/3) of the Class B members duly executing and recording covenants subjecting such additional land to the jurisdiction of the Association; provided, however, that such covenants shall contain provisions substantially similar to those contained in this Declaration of Covenants, Conditions and Restrictions, and shall provide for assessment of the owners of such additional property either at a rate equal to or greater than that assessed against members, or at a rate approved by vote of two-thirds (2/3) of each class of membership in said Association. The additional lands annexed pursuant to this paragraph shall not exceed 150 acres.

2. Annexation or additional lands may also be done by a vote of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members at a special meeting of the Association, called for such purpose upon such terms and conditions as may be approved by such vote.

ARTICLE III

MEMBERSHIP

Every person or entity who is a records owner (including contract purchases and excluding contract sellers) of a fee or undivided interest in a lot or Townhouse located upon any part of said property shall, by virtue of such ownership, be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant and may not be separated from the ownership of any lot or Townhouse made subject to the jurisdiction of the association. Such ownership shall be the sole qualification for membership, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV

VOTING RIGHTS

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

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

Class B. The Class B Member(s) shall be the Declarant, their heirs, successors and assigns. Class B member(s) shall be entitled to three (3) votes for each lot and two (2) votes for each Townhouse, in which they hold the interest required for membership by ARTICLE III, provided that if additional property is subjected to the jurisdiction of the Association by recorded covenants in the manner provided herein, it shall be entitled to Class B votes for such additional property as indicated above.

Class B membership may be converted to Class A membership at the option of a Class B member, evidenced by written notice to the secretary of the Association, and all Class B membership shall be converted to Class A membership without any further act or deed on January 1, 1983.

2. Votes may be cast by the owners of unplatted portions of the property, and such owners shall be entitled to six (6) votes for each unplatted acre lying within the property.

3. Class B member(s) shall have the right to elect a majority of the Board of Directors of the Association.

ARTICLE V

PROPERTY RIGHTS

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

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

b) The right of the Association to limit the number of guests of members;

c) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Areas, and the right to charge and levy a monthly assessment against each lot and Townhouse for the purpose of maintaining the Common Areas, including, but not limited to, streets, recreational facilities, lawns, paths, trees and shrubs, and for the payment of real and personal property taxes thereon, and to generally accomplish the purposes of the Association.

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

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

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

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

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

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

3. Title to the Common Area. Declarant hereby covenants for themselves, their heirs, successors and assigns, that they will construct a recreation building, swimming pool and parking area in the Common Area of said property, and that they will landscape the Common Area, and that they will dedicate and convey all of said facilities and Area to the use of the members and the supervision and control of the Association, and that Declarant will similarly dedicate and convey all Common Areas within such property as may be annexed and subjected to the jurisdiction of the Association as herein provided.

ARTICLE VI

MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property, and each owner of any lot of Townhouse therein, that by acceptance of deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, such owner is deemed to covenant and agree to pay to the Association: (1) Regular monthly assessments or charges, which assessments or charges are to be in connection the use and maintenance of the Common Areas, and (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lein on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

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

3. Special Maintenance and Assessments. If any owner or contract purchaser of any lot or Townhouse shall fail to keep and maintain properly the exterior of his dwelling, Townhouse or other permitted improvement or the grounds in connection with the same, then the Association, after giving said owner reasonable written notice, may enter upon said property and perform said maintenance and assess a reasonable cost thereof to said owner or contract purchaser; such assessment shall be added to the

regular assessment and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance shall be arbitrated by an arbitrator to be mutually agreed upon by the parties, or if the parties are unable to agree, then as appointed by the Circuit Court of the State of Oregon for Washington County or other court of appropriate jurisdiction.

4. Rate and Collection. Both regular and special assessment must be fixed at a uniform rate for all lots, and at two-thirds of said rate for all Townhouses. That is to say, regular and special assessments upon any Townhouse shall be two-thirds of the amount of such assessment against any lot. Townhouse Sites which have not been developed shall be assessed according to the number of Townhouses permitted according to the planned unit development approved by the Washington County Planning Commission.

Regular and special assessments may be collected on an annual, quarterly or monthly basis, in the discretion of the Directors. The provisions of this paragraph do not apply to paragraph 3 above.

5. Date of Commencement of Assessments; Due Dates. All lots and Townhouses shall be subject to the monthly assessments provided for herein on the first day of the month following the date on which the designated recreation facilities are available for use by the members. The Board of Directors shall fix the amount of the regular periodic assessment at least thirty (30) days in advance of each assessment period. Written notice of the annual or periodic assessment shall be sent to every owner subject thereto.

The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any reasonable time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessment on a lot or Townhouse has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein to have been paid.

6. Effect of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Washington County, State of Oregon, within one hundred twenty (120) days after delinquency, a statement of the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any lot or Townhouse on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot or Townhouse with respect to which it is fixed, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording officer, until the same has been paid or released, as herein provided. Such lien may be enforced by said Association in a manner provided by law with respect to liens upon real property. The owner of a lot or Townhouse at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Association for processing and enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such owner at the time such assessment is incurred, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or Townhouse.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any lot or Townhouse shall not affect the

assessment lien. However, the sale or transfer of any lot or Townhouse which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. A foreclosure sale or transfer in lieu thereof shall not relieve such lot or Townhouse from liability for or lien of any assessments becoming due after such sale or transfer.

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

ARTICLE VII

USE RESTRICTIONS

The following restrictions shall be applicable to the real property first hereinabove described and more particularly described on the duly recorded subdivision maps of HARTUNG FARMS, and every lot, Townhouse and parcel thereof, and shall be used for the benefit of and limitations upon all present and future owners of said property or of any interest therein:

1. No sign of any kind shall be displayed to public view, except one sign no larger than six inches by twenty-four inches indicating the name and address of the occupant, or signs used by the developer to advertise the property during the construction and sales period.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except (a) horses which may be kept upon such part of said property as may be approved for stables and bridle paths by the Association, and (b) dogs, cats, or other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. Also, no owner shall keep more than a total of two permitted pets, and no pet shall be allowed to run free on public thoroughfares or Common Areas.
3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container concealed from public view, and no garbage, trash or other waste shall be burned or incinerated on said property.
4. No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No vacation trailer, camper-truck, tent or other out-building shall at any time be used as a residence, temporarily or permanently, on any part of said property.
6. Parking of boats, vacation trailers, trucks, truck-campers and like equipment shall not be allowed on any part of said property, nor upon any part of the Common Area, except in such areas as may be designated for such purpose.
7. It shall be the obligation of each owner of any lot or Townhouse to keep and maintain the same, and the improvements now or hereafter located thereon, in proper condition.

8. No owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any recreational area.
9. No fence shall be constructed upon any lot or Townhouse Site except for fences around the perimeter of lots, which shall be of a uniform height, style and color approved by the architectural committee of the Association, and such privacy fences to enclose patios, swimming pools and the like, of such height, style, color and location as may be approved by the said architectural committee.
10. No equipment, tools or other personal property shall be stored in any manner so as to be seen from any adjacent property.
11. All of a lot or Townhouse Site which is not occupied by a dwelling, Townhouse or other permitted improvement, shall be landscaped with lawn, shrubbery, trees or other suitable ground-cover, and such fixtures, patios, footpaths or other improvements or vegetation which shall be generally compatible with the other properties.
12. Lawns, shrubbery and other landscaping shall be maintained in good condition at all times by owner.
13. No commercial trade or activity of whatsoever name or nature shall be carried out upon any of the property.
14. No dwelling of a square footage less than 1400 square feet shall be built or placed upon a lot, and no Townhouse of a square footage of less than 1000 square feet within its enclosed walls shall be build or placed upon any Townhouse Site.
15. No dwelling shall be placed nearer than 40 feet to the front lot line adjoining any street, nor closer than 10 feet to any side lot line. Any dwelling upon a lot at the intersection of two streets shall not be constructed within 40 feet of the shorter of its front lot lines, nor within 20 feet of the longer of its front lot lines.
16. All lots shall be served by a state-approved sanitary system, which may include on-site sewage disposal, but all on-site sewage systems shall be discontinued within one year from the date when sanitary sewers are available to such lot.
17. There shall be provided for each improved lot a garage for at least two automobiles, the floor of which shall be concrete.
18. No outside television or radio antennas shall be permitted upon the properties.
19. Only one single-family residence may be located on any lot within the planned development, and there shall be no mixing of housing types. No dwelling may be more than one story high, unless a two-story home is shown to be appropriate to the site and is approved by the architectural committee of the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

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

ARTICLE IX

GENERAL PROVISIONS

1. Enforcement. The Association, or any owner, or the owner of any recorded mortgage or trust deed upon any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and to recover damages for violation thereof. Failure by the Association, or by any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot or Townhouse subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successor periods of ten (10) years. Any of the covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the votes of each class of membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes of each class. All such amendments must be recorded in the appropriate Deed Records of Washington County, Oregon, to be effective.
4. No Right Of Reversion. Nothing herein contained or contained in any form of deed which may be used by Declarant, or their heirs, successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association, any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.
5. Maintenance and Repair. The Association shall cause all of said property now or hereafter owned by it, together with any improvements now or hereafter owned by it, to be kept and maintained in good order and repair. Any of said improvements owned by the Association which are damaged or destroyed shall be promptly replaced unless persons entitled to exercise ninety-percent (90%) of the voting power of the Association at a special meeting duly called for such purpose, affirmatively vote in person or by

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

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

IN WITNESS THEREOF, Declarant has hereunto set his hand this 16th day of March _____, 1973.

Declarant

The undersigned mortgagees of the above described property hereby join in the above Declaration of Covenants, Conditions and Restrictions for the purpose of subordinating and subjecting their interests in said property to said Declaration of Covenants, Conditions and Restrictions.

HARTUNG INVESTMENT COMPANY

By _____
Fred E. Hartung, Partner

By _____
Claudia B. Hartung, Partner

By _____
Thomas F. Hartung, Partner

PORTLAND FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Senior Vice President

By _____
Assistant Secretary

Mortgagees