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Parc Bethany Homeowners Association
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Washington County, Oregon

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I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.

Richard Hobernicht
Richard Hobernicht, Director of Assessment and
Taxation, Ex-Officio County Clerk



**2017 AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARC BETHANY**

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RECITALS

- A. Parc Bethany is a Planned Community located in Washington County, Oregon, which is more particularly described on Exhibit A ("the Property").
- B. The Parc Bethany Homeowners Association ("Association") is the Association established to administer and operate Parc Bethany.
- C. The Association was created by Articles of Incorporation filed with the Oregon Secretary of State, Corporation Division on June 18th, 1993 ("Articles").
- D. The Property and the Association was established by the following documents recorded in Washington County, Oregon:
 - 1. *Declaration of Covenants, Conditions, and Restrictions for Parc Bethany (Parc Bethany Homeowners Association)*, recorded March 17th, 1992 as document 92016793 ("Original Declaration").
 - 2. *Supplemental Declaration of Restated Covenants, Conditions, and Restrictions for Parc Bethany*, recorded December 4th, 1992 as document 92086855.
 - 3. *Second Supplemental Declaration of Restated Covenants, Conditions, and Restrictions for Parc Bethany*, recorded December 15th, 1993 as document 93104754.
 - 4. Plat of *Parc Bethany* recorded March 17th, 1992 in Book 81, Pages 4-6.
 - 5. Plat of *Parc Bethany No. 2* recorded December 4th, 1992 in Book 84, Pages 28-30.
 - 6. Plat of *Parc Bethany No.3* recorded December 15th, 1993 in Book 88, Pages 39-41.
- E. On March 17th, 1992, as Fee No. 92016793 of the Washington County deed records, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions for Parc Bethany. The Original Declaration was amended and superseded by the *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Parc Bethany*, recorded on May 14th, 1992 as

document No. 92032749 ("Restated Declaration").

- F. Parc Bethany is a Planned Community subject to the provisions of the Oregon Planned Community Act, ORS 94.550-94.783, to the extent applicable under ORS 94.572.
- G. Section 10.3 and ORS 94.590 allow the Association to amend the restated Declaration upon approval of 75% or more of the Owners. The Association and the Owners desire to amend the Restated Declaration and adopt this Declaration which supersedes in their entirety the provisions of the Restated Declaration.

NOW, THEREFORE, the Association hereby adopts this declaration and declares that all Lots within the Property are subject to the terms of this Declaration.

ARTICLE 1 INTRODUCTION

1.1 General Declaration

The name of the Planned Community is "Parc Bethany". Parc Bethany is a Class I Planned Community and is subject to the Oregon Planned Community Act to the extent applicable under ORS 94-572. The covenants, conditions, and restrictions set forth in this Declaration shall run with and bind the Property, each Tract, Lot, and other division, if any, of the Property, the Owners, the Occupants, and all other Persons and the heirs, successors, and assigns of the Owners, the Occupants, and such other Persons. These covenants, conditions, and restrictions shall run with the land and shall inure to the benefit of and be burdens upon all Owners, Occupants, future Owners, and future Occupants.

1.2 Annexation of Other Property

Declarant annexed additional property by the Supplemental Declaration of Restated Declaration of Covenants, Conditions, and Restrictions for Parc Bethany, recorded on December 4, 1992 as document 92086855, and the Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Parc Bethany, recorded on December 15, 1993 as document 93104754. All provisions of this Declaration apply to the annexed property and it shall be a part of the Property.

1.3 Legal Description

The Property included in the planned community and subject to this Declaration is all real property described in the Plat, known as Parc Bethany, Parc Bethany No. 2, and Parc Bethany No. 3, recorded in Washington County, Oregon.

1.4 Common Property

The common property of the Association, as defined in ORS 94.550, includes all the Common Area tracts as designated on the Plat, and are more particularly described as follows:

Tract A, Parc Bethany, County of Washington, State of Oregon
Tract E, Parc Bethany No. 2 County of Washington, State of Oregon
Tracts J, L, and M, Parc Bethany No. 3 County of Washington, State of Oregon

ARTICLE 2 DEFINITIONS

2.1 “Act”

“Act” means the Oregon Planned Community Act.

2.2 “Architectural Committee (AC)”

Architectural Committee (AC)” means the committee formed pursuant to Article 5.

2.3 “Association”

“Association” means the Association formed pursuant to Article 3.1.

2.4 “Board”

“Board” means the Board of Directors of the Association formed pursuant to Article 3.4.

2.5 “Builder”

“Builder” means any Person engaged in the construction of a residential dwelling on any Lot for the Purpose of selling or leasing the Improvements ultimately constructed on such Lot.

2.6 “Bylaws”

“Bylaws” means the 2017 Amended and Restated Bylaws of Parc Bethany Homeowners Association.

2.7 “Common Area”

“Common Area” means any property or interest therein (including easements) which is designated in any Plat as a common area or property that is intended to ultimately be transferred to the Association.

2.8 “Declarant”

“Declarant” means the Central Bethany Development Company, a Limited Partnership, and any Person succeeding to the responsibility of Declarant pursuant to a designation by Central Bethany Development Company or by any successor Declarant of such Person as a successor Declarant in a supplemental declaration recorded in the Washington County Records.

2.9 “Declaration”

“Declaration” means this 2017 Amended and Restated Declaration of Covenants, Conditions, and Restrictions, as it may be further amended from time to time.

2.10 “Director”

“Director” means a member of the Board, selected or elected in accordance with Article 3.

2.11 “Improvement”

“Improvement” means any improvement now or hereafter placed or constructed in, under, or upon the Property, including without limitation any building, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stairs, deck, landscaping, and signs.

2.12 “Lot”

“Lot” means any parcel of land designated on the Plat as a Lot.

2.13 “Occupant”

“Occupant” means the Person in lawful possession of all or any portion of a Lot.

2.14 “Owner”

“Owner” means the record owner of fee simple title to any Lot, unless such Lot is being sold pursuant to a land sale contract, in which case “Owner” means the contract vendee of such Lot. If more than one person is the record owner, all such persons shall be considered a single Owner, and each of them shall be referred to as a co-Owner.

2.15 “Parc Bethany”

“Parc Bethany” means the Property as developed substantially in accordance with the Plat, as the same may be modified from time to time, and Property annexed thereto in accordance with Article 1.2.

2.16 “Person”

“Person” means any individual, association, corporation, partnership, or other legal entity.

2.17 “Plat”

“Plat” means the following plats recorded in the records of Washington County, Oregon:

Plat of *Parc Bethany*, recorded March 17th, 1992 in Book 81, Pages 4-6.

Plat of *Parc Bethany No. 2*, recorded December 4th, 1992 in Book 84, Pages 28-30.

Plat of *Parc Bethany No. 3* “*Property*”, recorded December 15th, 1993 in Book 88, Pages 39-41.

2.18 “Property”

“Property” means the real property identified in Recital A, and any property annexed to the Property pursuant to Article 1.2.

2.19 “Tract”

“Tract” means any parcel of land designated on the Plat as a Tract.

ARTICLE 3 PARC BETHANY HOMEOWNERS ASSOCIATION

3.1 Formation and Authority

The Association is an Oregon nonprofit corporation known as the Parc Bethany Homeowners Association. Nothing in this Declaration shall be construed to prohibit or restrict the formation of sub-associations within Parc Bethany.

3.2 Membership

Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity shall automatically be a member of the Association. Each membership in the Association shall be appurtenant to the Lot owned by an Owner. Upon transfer of an Owner’s interest, membership in the Association shall automatically transfer to the new Owner. Each Owner shall have one vote for each Lot owned.

3.3 Duties and Powers of the Association

The Association shall have all requisite power, duty, and authority to perform its obligations under this Declaration, including without limitation the power, duty and authority to enforce the provisions of this Declaration, the Bylaws, and any rules and regulations.

3.4 Board of Directors

The Association shall act through a Board of Directors elected by the owners as more fully provided in the Bylaws.

3.5 Bylaws

The Association is governed by the Bylaws, which provide for the administration and operation of the Association. The Bylaws shall be recorded in the records of Washington County, Oregon.

ARTICLE 4 ASSESSMENTS

4.1 Annual Assessments

Subject to the requirements set forth in this Article 4, the Association shall have the authority to levy annual assessments to pay all expenses associated with the Association's powers, duties, and responsibilities under this Declaration, as well as to pay all property taxes, lighting, insurance, maintenance, and other expenses incurred with respect to the Common Areas and the Improvements thereon. The Association shall bill each Owner for such Lot's share of the assessments (determined in accordance with this Article 4) on an annual, quarterly, or monthly basis, as the Board may determine. Each Owner shall pay any such assessments within 30 days after the date of billing. The amount of the annual assessments may be based upon estimates of the expenses to be incurred, including the establishment and maintenance of a reasonable reserve.

4.2 Special Assessments

In addition to annual assessments pursuant to Article 4.1, the Association may levy special assessments to pay the cost of any required construction, reconstruction, repair, or replacement of any Improvements in or to the Common Areas. Special assessments shall be billed to the Owners at such time as the Board may determine. The Board may levy special assessments for capital improvements or additions to, or alterations of the Common Areas ("Capital Improvement").

4.2.1 Capital Improvement Defined

For purposes of the Declaration and these Bylaws, the term "Capital Improvement" means the use of Association funds to construct or build an addition to the Common Areas, where such use of funds is optional under the Governing Documents, rather

than mandatory, and is not otherwise required by law. The maintenance, repair or improvements within the Common Area shall not be considered a "Capital Improvement" (notwithstanding that such expenditure or improvement may be considered a capital expenditure or capital improvement for tax purposes) if:

(a) The Association is obliged to maintain the improvement and

(b) The Association uses materials of similar kind that are required either due to changes in building or fire codes or due to discontinued fabrication or unavailability, or that have substantially similar cost over the useful life of the material.

4.2.2 Capital Improvements

No special assessment for a Capital Improvement may be levied by the Board of Directors if the total cost will exceed the amount equal to fifteen percent (15%) of the current years annual budget, unless the Owners have enacted a resolution authorizing the project by a majority of Owners, present in person or by proxy, at a meeting at which a quorum is constituted.

4.3 Allocation of Assessments

Generally assessments shall be allocated at a uniform rate per Lot assessed, as follows:

4.3.1 Allocation to Completed Lots

Except as provided below, and subject to Article 4.3.3, each annual or special assessment shall be divided by the number of Completed Lots on the date of the assessment, and the quotient shall be the assessment allocated and assessed to each Completed Lot. A "Completed Lot" Shall mean a Lot upon which a house has been built and sold, rented, or occupied as a residence.

4.3.2 Changes in Number of Completed Lots

If an assessment relates to a period in excess of one month, and there is a change of Completed Lots during the time that the assessment relates to, the allocation shall be made on a pro-rated basis. The assessment shall be apportioned between the time periods before and after the change in the number of Completed Lots, and divided by the number of Completed Lots during such portion of the time period. If a change in the number of Completed Lots occurs after the assessments have been made, but during the time period to which the assessments relate, the Board may, at its discretion, make a special assessment upon the Lots that have become Completed Lots for their pro-rated portion of the assessment, and credit the other Completed Lots accordingly. For purposes of this Declaration, a Lot shall be considered to become a Completed Lot on the first day of the first month after the month in which the events occur which cause it to become a Completed Lot.

4.3.3 Individual Assessments

The Association may assess an Owner individually for common expenses incurred through such Owner's fault or direction or failure to perform the obligations imposed on Owners by this Declaration or the Bylaws, or rules and regulations of the Association. Further, an Owner shall be assessed individually for fines, charges and

expenses incurred by the Association in the process of collection of assessments or enforcement of this Declaration, or the Bylaws, or rules and regulations of the Association.

4.4 Excess Accumulations

If the Board determines that the Association has accumulated funds in excess of its needs, the Association may, at the discretion of the Board, use the excess to reduce subsequent assessments or distribute such excess to the Owners. If the Board elects to distribute the excess, the amount of the excess to be distributed shall be divided by the number of Lots on the date of the determination, and the quotient shall be distributed to the Owner of each Lot.

4.5 Records of Assessments

The Association shall maintain records of assessments, of any other income received by the Association, and of all disbursements made. The board may at any time and from time to time require that an audit of the Association's records be performed at the expense of the Association. The results of any such audit may be presented at any meeting of the Board. Any Director may at the Association's expense and at any reasonable time, copy any association records reasonably necessary to the performance of such Director's duties. Any Owner shall have the right to inspect Association records at any reasonable time, after reasonable notice to the Secretary. Any Owner may copy Association record at such Owner's expense.

4.6 Default in Payment of Assessments

4.6.1 Interest

In the event that any assessment, or any expense due pursuant to Article 6 or 8, is not paid within 30 days after the date of billing, the unpaid amount shall thereafter bear interest from the date first due until paid in full at the rate of 12 percent per annum.

4.6.2 Late Fees

In addition to all other rights and remedies available by law or provided herein, the Association shall also be entitled to impose a late charge with respect to any such unpaid amount equal to 10 percent thereof, to reimburse the Association for its administrative and other expenses incurred as a result of the Owner's failure to pay the assessment or expense when due.

4.6.3 Lien

The Association shall have an automatic lien against such Owner's Lot in the amount of all assessments levied against the Lot, all collection costs (including reasonable attorneys' fees) incurred by the Association, the interest and late charges provided for in this Article 4.4, and any additional amounts due from the Owner of the Lot in question. Subject to the provisions of Article 4.6, any such lien shall bind and run with the Lot in question until paid in full. The Association shall follow the provisions regarding the attachment, notice, recordation and duration of liens

established for real property under ORS 87.352 to 87.383 and provisions regarding the foreclosure of liens under ORS Chapter 88, except that notwithstanding ORS 87.376, a lien for an unpaid assessment shall continue in force and the suit to foreclose need not be commenced for a period of three years from the date the particular unpaid assessment became due.

4.6.4 Foreclosure of Association Lien

In any such foreclosure suit, the Owner shall be required to pay reasonable rental for the Lot. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same, on behalf of the Association. In any action to foreclose any such lien, any judgement rendered against the Owner of the Lot in question and in favor of the Association shall include such amount as the court may adjudge reasonable as attorneys' fees and costs and expenses reasonably incurred in the preparation for and the prosecution of such action, at trial and on any appeal, in addition to all other amounts provided by law.

4.6.5 Money Judgement

In addition, the Association shall have the right to bring an action to obtain a money judgment against the Owner or Occupant. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorneys' fees incurred in connection with the Board's efforts to collect the delinquent or unpaid assessments, whether or not suit or action is commenced.

4.6.6 Attorney Fees

In the event the Board commences suit or action for the collection of any amounts due or to seek damages or enforcement of any provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the defendants, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorneys' fees to be fixed by the court or courts, both at trial and on appeal, in addition to all other sums or obligations.

4.7 Personal Obligation

Each assessment or charge levied pursuant to the provisions of this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment or charge is levied. The sale, transfer, or conveyance of a Lot shall neither release nor discharge the Owner thereof from such personal liability, nor shall such a sale, transfer, or conveyance extinguish any lien placed on such Lot.

4.8 Lien Priority

Notwithstanding any other provision of this Declaration and subject to ORS 94.709, any lien imposed on a Lot under this Article 4 shall be and remain at all times prior to a homestead exemption and all other liens or encumbrances except tax and assessment liens and the lien of any first mortgage or deed of trust given to an institutional lender encumbering such Lot. Without limiting the generality of the

foregoing, the sale or transfer of any Lot under a decree of foreclosure pursuant to any such first mortgage or deed of trust, or proceeding in lieu of foreclosure, shall extinguish any lien imposed on such Lot hereunder prior to the date of sale or transfer. Upon 20 days prior written request, the Association shall execute and deliver such reasonable documentation as any Lot Owner may request to confirm or evidence the provisions of this Article 4.8.

4.9 Reserve Account; Reserve Study

4.9.1 Establishment of Reserve Account and Maintenance

The Board of Directors shall establish and maintain a maintenance plan and reserve account for major maintenance, repair and replacement of all items of Common Property that will normally require replacement in whole or in part, in more than one (1) or less than thirty (30) years, for exterior painted surfaces if the Common Property includes exterior painted surfaces, for major maintenance, repair and replacement of all other property for which the Association has maintenance, repair or replacement responsibility, including exterior painted surfaces, and for such other items as may be required by the Declaration or these Bylaws. The reserve fund need not include items:

- (a) That can reasonably be funded from non-reserve items in the annual budget; or,
- (b) For which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of the Declaration or these Bylaws.

4.9.2 Determination of Reserve Accounts; Reserve Study

(a) The Board of Directors annually shall determine reserve account requirements. In determining the requirements, the Board may periodically conduct a reserve study described in ORS 94.595, or review and update an existing study.

(b) In accordance with ORS 94.595, the Board of Directors shall conduct a reserve study required under ORS 94.595 upon receipt of a petition signed by a majority of Owners mandating that the reserve study requirements of ORS 94.595 apply.

4.9.3 Use of Reserve Fund

(a) The reserve account established under this section may be used only for the purposes for which the reserves have been established and must be kept separate from other Association funds.

(b) The Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the non-reserve items in the annual budget or to meet unexpected increases in expenses if the Board has adopted a resolution authorizing the borrowing of funds. The resolution may be an annual continuing resolution.

(c) Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment

within a reasonable time of any unpaid funds borrowed under Paragraphs (2) of this subsection.

(d) The Board of Directors may use reserve account funds allocated to one reserve item to meet unexpected expenses of another reserve item in the same reserve account. The re-allocation of funds must be reflected in the next reserve study or reserve study update conducted under Subsection (b) of this section.

4.9.4 Board of Directors Reserve Account Authority

The Board of Directors has authority with respect to the reserve account as specified under Subsection (b) of this section. Any action by Owners regarding the reserve account is governed by ORS 94.595 in effect when the action is taken.

4.10 Fiscal Year

Unless otherwise provided by resolution adopted by the Board of Directors, the fiscal year of the Association begins on the first day of January and ends on December 31 of each calendar year.

4.11 Financial Reports and Audits

4.11.1 Annual Financial Statement

In accordance with ORS 94.670, within ninety (90) days of the end of the fiscal year, The Board of Directors shall:

(a) Prepare or cause to be prepared an annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year; and

(b) Provide a copy of the annual financial statement to each Owner and to any mortgagee of a Lot who has requested in writing a copy of annual financial statement.

4.11.2 Review of Annual Financial Statement

If required by ORS 94.670, the Board of Directors shall cause the financial statement required under Subsection (a) of this section to be reviewed by an independent certified accountant licensed in this state as provided in ORS 94.670.

4.11.3 Audit of Books and Records

(a) From time to time the Board of Directors, at the expense of the Association, may cause an audit, review, compilation or other financial examination of the books and records pertaining to the Association to be conducted and may furnish copies thereof to the Owners and mortgagees of Lots.

(b) Subject to any rules adopted under Section 11.11 below, upon written request and notification, at any time an Owner or mortgagee may, at the Owner's or mortgagee's own expense, cause an audit, review, compilation or other financial examination of the books and records of the Association to be made.

ARTICLE 5 ARCHITECTURAL AND DESIGN CONTROL

5.1 Establishment of the Architectural Committee

The Architectural Committee shall be established to review and approve or disapprove changes, additions or modifications of all Improvements and landscaping built within Parc Bethany, pursuant to Articles 5.2 and 5.3. The AC shall consist of three or five members (as determined by the Board from time to time) appointed, removed, and replaced by the Board, at least one of whom shall be an architect, engineer, or contractor or shall have such other similar qualifications as the Board may deem appropriate.

5.2 Architectural and Design Review

5.2.1 General

No Improvement of any kind shall be commenced, erected, placed, or altered on any portion of the Property unless such Improvement is in conformance with this Article 5.2 and until plans and specifications showing the nature, kind, shape, height, material, color, and location of such Improvement are submitted to and approved by the AC pursuant to the provisions of Article 5.3. All such Improvements shall be erected and altered in conformance with all applicable governmental laws, ordinances, rules, and regulations and with the requirements set forth in this Article 5.2. To the extent applicable governmental laws, ordinances, rules, and regulations are in conflict with such requirements, the more restrictive standards shall control.

5.2.2 Architectural Committee Authority

The AC shall have the authority to promulgate and issue, and thereafter to amend from time to time, design guidelines that supplement and interpret, but are consistent with, those set forth in this Article 5.2. Such guidelines shall be supplied in writing to all Owners, shall be fully binding upon all Owners as if set forth in this Declaration, and shall be applied by the AC in reviewing and approving or denying proposed Improvements. Without limiting the generality of the foregoing, the AC shall have the authority to include in any such guidelines, among such other provisions as the AC may deem appropriate, height restrictions with respect to Improvements to be constructed on the Property or any portion thereof, requirements and restrictions with respect to exterior lighting in addition to those set forth in this Declaration, requirements regarding parking and landscaping in addition to those set forth in this Declaration, signage restrictions, and requirements to be met in connection with construction activities on the Property or any portion thereof. Any requirements or restrictions set forth in the design guidelines need not relate to all components of Parc Bethany, if the AC determines that only certain portions of the Property should be affected.

5.2.3 Exterior Finish

The exterior of the Improvements on all Lots, including without limitation the roof, materials, and color thereof, shall be subject to the approval or disapproval of the AC and shall be designed, built, and maintained so as to be compatible with the natural surroundings, existing structures, and landscaping within Parc Bethany. Exterior

trim, doors, railings, decks, eaves, and gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained so as to be compatible with the exterior of the structure they are part of or adjoin.

5.2.4 Exterior Lighting

Any exterior lighting which is visible from any Lot or street, or any part of the Common Area, shall be compatible with its surroundings and approved by the AC prior to installation. No lighting shall produce excessive glare or excessive illumination or unreasonable interfere with the use of any other portion of the Property. No flashing or blinking lighting shall be permitted, other than Christmas lighting during the holiday season.

5.2.5 Fences

All fences and all fence finishes shall be approved by the AC prior to installation. All approved fences shall be well-constructed of suitable fencing materials, shall be finished on both sides by the person constructing the fence, shall not exceed six feet in height, and shall not detract from the appearance of any nearby building.

5.2.6 Hedges, etc

No hedges or other plantings along the boundaries of any Lot shall be permitted without the prior approval of the AC.

5.2.7 Tree Removal

No trees may be removed from any Lot without the prior approval of the AC. Each Owner shall supply to the AC, together with the plans and specifications for any proposed Improvement a drawing showing the intended location of such Improvement on such Owner's lot and of all trees thereon, so that necessary tree removal can be readily determined.

5.2.8 Service Facilities

Clotheslines, waste facilities, storage facilities, and other service facilities shall be screened so as not to be visible from the street, adjacent property, or the Common Area.

5.2.9 Antennae

Subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority, any exterior radio, television, or telecommunication towers, antennae, satellite dishes, or other exterior transmission or receiving devices shall be placed so as not to be visible from another Lot, the street or Common Areas, in accordance with rules adopted by the Board of Directors.

5.2.10 Utilities and Equipment

All utility lines shall be underground. Pad-mounted transformers, switch-gears, and similar equipment which must be installed above ground and all service equipment such as meters, generators, mechanical duct work, piping, and HVAC equipment shall be screened with suitable landscaping or walls of design and material compatible with those of the adjacent buildings.

5.2.11 Excessive Ornamentation

No excessive ornamentation in landscaping will be allowed in areas visible from the street or adjacent properties. Excessive ornamentation may include driftwood, statues, animal skulls, wagon wheels, windmills, and others as determined by the AC.

5.3 Design Review Procedures

5.3.1 Submission of Plans

Prior to the commencement, erection, placement, or alteration of any Improvement on any Lot, the Owner shall submit plans and specifications to the AC in accordance with such procedures as the AC may establish from time to time. All plans and specifications shall conform to any specific requirements set forth in the design guidelines promulgated pursuant to Article 5.2.2 and shall provide sufficient detail to enable the AC to determine whether the proposed Improvement is in conformance with the applicable requirements set forth in this Article 5 and in such design guidelines. Such plans and specifications shall be accompanied by the Owner's payment of such reasonable fee as may be fixed by the Board from time to time to cover costs of the design review process. The Owner shall also supply any additional information reasonably requested by any member of the AC. The AC shall review the information and plans submitted and shall, within 30 days after submission of all information requested by any member of the AC, notify the Owner in writing of its approval or disapproval of the proposed Improvement. If the AC fails to give notice of its decision within such 30-day review period, the proposed Improvement shall be conclusively presumed to be approved as submitted.

5.3.2 Approval

The AC may approve a proposed Improvement as submitted or may impose specific conditions which must be met before approval will be granted. A decision by a majority of the members of the AC shall constitute a decision of the AC.

5.3.3 Commencement of Work

As soon as practicable after the receipt of approval by the AC, if the Owner elects to proceed with the improvement, the Owner shall secure satisfy any and all conditions of such approval, shall secure all necessary governmental permits and approvals, and shall commence construction of the approved Improvement. The AC's approval of any proposed Improvement Shall automatically be deemed revoked 180 days after issuance unless construction of the Improvement has commenced or the Owner has applied for and received an extension of time from the AC.

5.3.4 Completion of Work

Any approved Improvement shall be completed within 270 days after the date of commencement of construction: provided, however, that if the construction of any approved Improvement is delayed by causes beyond the reasonable control of the Person constructing such Improvement, the period within which construction must be completed shall be extended by the number of days construction is so delayed. In all cases, landscaping shall be completed within 30 days after substantial completion of associated Improvements. Promptly after completion of any Improvement, the

Owner shall give written notice of completion to the AC. Within 30 days after the effective date of such notice or at any time that the AC has reason to believe that an Improvement has been completed, the AC shall inspect the completed Improvement and give written notice to the Owner of any respects in which the completed Improvement fails to conform to the plans therefore as approved the AC. The AC shall specify in any such notice a reasonable period, which shall be not less than 30 days, during which the Owner may remedy the nonconformance. If the AC fails to give notice of nonconformance within 30 days after the effective date of a notice of completion, the Improvement shall be conclusively presumed to be approved as completed.

5.3.5 Architectural Committee Discretion

The AC, in its sole discretion, may withhold approval of any proposed Improvement if the AC finds that the proposed Improvement would be inconsistent with the provisions of Article 6 or would be incompatible with the design standards for Parc Bethany, as set forth in this Article 5 and in the design guidelines promulgated pursuant to Article 5.2.2. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Property, solar access, and other effects on the enjoyment of other parts of the Property, including without limitation the Common Areas, as well as any other factors which the AC believes to be relevant, may be taken into account by the AC in determining whether or not to approve any proposed Improvement. The AC, in its sole discretion, may, upon application, waive any provision of the Article 5 if it finds that the application of such provision results in unnecessary hardship to the affected Owner and that strict application is not necessary for the furtherance of the objective to create an attractive development.

5.3.6 No Liability

Neither the AC, nor any member thereof, nor the Association shall be liable to any Owner, Occupant, Builder, or other Person for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the AC or any member thereof, so long as the AC or such member has acted in good faith based on actual knowledge.

5.3.7 Non-waiver

Approval or disapproval by the AC of any matter proposed to it or within its jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the AC to grant or withhold approval as to any similar matter thereafter proposed or submitted to it for approval.

5.3.8 Estoppel Certificate

Within 20 days after receipt of a written request from any owner, and the payment by such Owner of such reasonable fee as may be fixed by the Board from time to time to cover costs, the AC shall provide such Owner with an estoppels certificate executed by a member thereof, certifying with respect to the Lot(s) owned by such Owner that, as of the date of the certificate, either (i) all Improvements on such Lot(s) comply with this Declaration, or (ii) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and state with reasonable particularity the nature of such noncompliance. Any purchaser

from an Owner, and any mortgagee or other encumbrance, shall be entitled to rely upon such certificate as to the matters set forth therein, such matters being conclusive among the AC, the Association, all Owners, and such purchaser, mortgagee, or other encumbrance.

ARTICLE 6 PROPERTY USE AND RESTRICTIONS

6.1 Improvements Permitted

No Improvement shall be erected or permitted to remain on any Lot except Improvements consisting of or containing one Residential Unit and Improvements normally accessory thereto. The provisions of this Article 6.1 shall not be construed to prohibit construction of a private greenhouse, storage unit, private swimming pool, or structure for the storage of a boat, camping trailer, and/or recreational vehicle, so long as any such Improvement has been approved by the AC and is otherwise in conformance with this Declaration and applicable governmental requirements.

6.2 Residential Use

Except as provided in this Article 6.2, Lots shall be used solely for residential purposes. Without limiting the generality of the foregoing, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot, other than with the prior approval of the Board. Nothing in this Article 6.2 shall be deemed to prohibit or limit the right of any Owner to maintain a personal professional library, handle business or professional associates, clients, or customers in such Owner's residential unit. The Board shall not approve any activity otherwise prohibited by this Article 6.2 unless the Board determines that only normal residential activities would be observable outside the residential unit in question and that the activity would not violate applicable law.

No Lot shall be subdivided or combined with any other Lot unless approved in writing by the Board of Directors and approved by any local government authorities.

6.3 Landscaping and Maintenance

Each Owner and Occupant shall maintain such Owner's or Occupant's, and the Improvements thereon, at such Owner's or Occupant's expense. Required maintenance and repair shall include without limitation (i) maintenance of all parking areas, private drives, curbs, and walkways in a clean and safe condition, including cleaning and repairing as often as it is necessary; (ii) maintenance of landscaping in an attractive, neat, orderly, trimmed, and cut condition at all times, free of brush, weeds, and debris; (iii) cleaning, maintenance, and re-lamping of any external lighting fixtures; and (iv) maintenance of building exteriors in an attractive and neat condition at all times. In addition, each Owner and Occupant shall maintain in good condition and repair the sidewalks, street trees, and grass and other landscaping. If

the Board determines that maintenance and repairs are not conducted as required pursuant to this declaration, the Association may conduct the necessary repairs or maintenance.

6.4 Limitation on Use

6.4.1 Offensive Activities

No noxious or offensive activity shall be carried on in Park Bethany, nor shall anything be done or placed upon any Lot or Tract which interfaces with or jeopardizes enjoyment of other Lots, or the Other Common Areas.

6.4.2 Animals

No animals of any kind shall be raised, kept, or permitted within Park Bethany; provided, however, that each owner and Occupant may keep a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance.

6.4.3 Parking

Parking of boats, trailers, recreational vehicles, trucks, campers, motorcycles, and similar equipment in excess of three-quarters of a ton in weight shall not be allowed on any Lot, or any street adjacent thereto, except within an enclosed garage or screened area which prevents the vehicle or equipment therein from being seen from any other Lot, the Other Common Areas, or any street within the Property and the construction of which has been reviewed and approved by the AC pursuant to Article 5.

6.4.4 Vehicles in Disrepair

No Owner or Occupant shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked on any Lot for a period in excess of 48 hours. If an Owner or Occupant fails to remove such a vehicle within five days after notice from the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner of the Lot.

6.4.5 Rubbish and Trash

No Lot nor any part of the Common Areas shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto the streets or the Common Areas. In the event an Owner or Occupant fails to remove any trash, rubbish, garbage, or yard rakings, or other waste material from such Owner's or Occupant's Lot (or from any street or the Common Areas if deposited thereon by such Owner or Occupant) within five days after notice from the Association, the Association may have such waste removed and charge the expense of such removal to the Owner of the Lot.

6.4.6 Temporary Structures

No Structure of a temporary character, trailer, tent, shack garage, barn, or other outbuilding shall be permitted or used in Parc Bethany at any time as a residence either temporarily or permanently.

6.4.7 Improvements in the Common Areas

No Improvement of any type shall be erected or maintained by any Owner or Occupant so as to trespass or encroach upon the Common Areas.

6.4.8 Signs

No signs of any kind shall be displayed to the public view or any Lot except one sign of not more than four square feet advertising that a lot is for sale or rent, or signs used by a builder to advertise the home during the construction and sales period.

6.5 Correction of Violations

If any Owner or Lot is in violation of any of the provisions of this Article 6, the Board may give notice thereof to the Owner, specifying in reasonable detail the nature of the violations. If the violation is not corrected within 30 days, the Board may cause the violations to be corrected, and charge the cost thereof to the Owner.

ARTICLE 7 COMMON AREAS AND ASSESSMENTS

7.1 Common Areas

The Common Areas shown on the original Plat shall be conveyed to the Association by Declarant not later than the Turnover Date. All other Common Areas shall be conveyed to the Association by Declarant not later than the time that Declarant holds title to no Lots within the Property. Every Owner and Occupant, and all invitees and guests of all owners and Occupants, shall have a nonexclusive right and easement to use and enjoy the Common Areas, which right and easement shall be appurtenant to and shall run with the Property and all Lots therein. Such right to promulgate rules and regulations governing the use of the Common Areas. The Association shall maintain and repair the Common Areas, subject to the Owner's obligations to pay their allocable shares of the cost of such maintenance and repair in accordance with Article 4.

7.2 Utility Easements

The Association shall have the right to grant nonexclusive easements and rights of way over the Common Areas for the purpose of installing, maintaining, repairing, and replacing public utility lines, services, and facilities reasonably necessary to serve any of the Property. Easements for installation and maintenance of utilities and drainage facilities are reserved on Tract "A" and elsewhere as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which

may cause damage to or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of the Lot encumbered by such an easement shall maintain the easement area at his own expense, except for improvements for which a public authority or utility is responsible; however, this requirement shall not operate to prevent the Owner from requiring any other person to maintain the easement area, if such other person is otherwise required to do so.

7.3 Future Improvements

The Association shall have the right to make further Improvements in or of the Common Areas and to expand or replace any Improvements in the Common Areas.

7.4 Granting of Easements and Other Interests

- a) Authority to Grant - Subject to Subsection (b) of this section, the Association may execute, acknowledge and deliver leases, easements, rights of way, licenses and other similar interests affecting Common Areas and consent to vacation of roadways within and adjacent to Common Areas as provided under the Act.
- b) Permits - Nothing in this section precludes the Board of Directors from issuing an Owner a permit described in ORS 94.630 to construct and maintain an improvement on Common Areas. The permit may not limit the rights of other Owners to use the Common Areas, including the improvement.
- c) Use of Proceeds - The Association shall treat proceeds of any grant or consent to vacation under this section as an asset of the Association.

ARTICLE 8 RENTING AND LEASING OF LOTS

8.1 Definitions

8.1.1 Renting or Leasing a Lot

“Renting or Leasing a Lot” or “To Rent or Lease a Lot” means to grant a right to use or occupy a Lot, the home or other dwelling unit on the Lot for a specific term or indefinite term whether or not in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing a Lot” or “To Rent or Lease a Lot” does not mean:

- (a) Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
- (b) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the Lot.

8.1.2 Tenants

"Tenant" means a person who is granted the right to use or occupy a Lot as described in Subsection 8.1.1 above.

8.2 Renting and Leasing Restrictions

An Owner may not rent or lease less than the entire home or dwelling unit on the lot. No Lot may be rented, leased, or otherwise used for transient or hotel purposes. A Lot may not be rented or leased for a period of less than thirty (30) consecutive days. The Owner must give each tenant a copy of the Declaration, Bylaws and Rules and Regulations of the Association. All leases or rentals shall be by written agreement, which shall provide that the terms of the lease or rental shall be subject in all respects to the provisions of the Declaration and Bylaws, and that any failure by the tenant to comply with the terms of such documents shall be a default under the agreement.

8.3 Enforcement

If the Board of Directors finds that a tenant has violated any provision of the Declaration or Bylaws, or Rules and Regulations, the Board may require the Owner to terminate such lease or rental agreement. The Board may adopt further rules and regulations to implement this Article 8.

ARTICLE 9 GENERAL PROVISIONS

9.1 Duration

These covenants, conditions, and restrictions shall run with the land and bind, benefit, and burden in perpetuity the Property, all Owners and Occupants, and the lessees, invitees, and guests of all Owners and Occupants.

9.2 Severability

In the event any provision of this Declaration is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision or of the same provision to a different situation.

9.3 Amendment

The Board of Directors may amend this Declaration or the initial Bylaws of the Association in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans' Affairs, the Farmers Home Administration, the Government National Mortgage Association, the Federal Home Mortgage Corporation, and department, bureau, board, commission or agency of the United States or the state of Oregon, or any title insurance company which is insuring the title of Parc Bethany or any of the Lots. In addition, this Declaration may

be amended at any time and from time to time by the affirmative vote of 75 percent or more of the Owners, with each Owner having one vote for each Lot owned.

9.4 Enforcement

The Association and each Owner shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed pursuant to any provisions of this Declaration by any appropriate proceeding at law or in equity. Any remedies specifically provided herein are nonexclusive and cumulative and are in addition to all other remedies available to the Association and the Owners at law or in equity. In such proceedings, the prevailing party shall be entitled to recover its reasonable attorney's fees as set by the court or courts at trial and on any appeal.

9.5 Non-waiver

Any failure of the Association or any Owner to enforce a covenant, condition, or restriction contained in this to enforce a covenant, condition, or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Association's or any Owner's right to enforce that or any other covenant, condition, or restriction contained in this Declaration.

9.6 Constructive Notice and Acceptance

By the recording of this Declaration, each Owner and Occupant shall be deemed to have consented and agreed to every term, covenant, condition, and restriction contained herein.

9.7 Joint and Several Liability

If an owner consists of more than one Person, each such Person shall be jointly and severally liable for any assessment or charge and for the performance of any other obligation imposed pursuant to this Declaration.

9.8 Captions

The captions and headings of articles herein are for convenience only and are not intended in any way to define, limit, or describe the scope or intent of any article of this Declaration.

9.9 Notices

All notices given under this Declaration shall be in writing. Any such notice shall be deemed effective on the earlier of the date of delivery or, if mailed, three business days following the date of mailing, if addressed to the addressee at the address, if any, designated in the Association's records.



STAMP
SHARIF BOHLOOL
NOTARY PUBLIC-OREGON
COMMISSION NO. 939971
EXPIRES JUNE 18, 2019

IN WITNESS WHEREOF, the declarant has has executed this declaration on this

24th day of January, 2018

PARC BETHANY HOMEOWNERS ASSOCIATION

Richard D Capello
Association Secretary

State of Oregon }
 } ss.
County of Washington }

The foregoing instrument was acknowledged before me this 24 of Jan., 2018 by Richard D Capello as Secretary of the Parc Bethany Homeowners Association, on behalf of the Association.

[Signature]
Notary Public for Oregon

My Commission expires 6/18/19

