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



AFTER RECORDING RETURN TO:

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**AMENDED AND RESTATED DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE VILLA, FORMERLY KNOWN AS FOUR SEASONS NO. 9**

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**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE VILLA, FORMERLY KNOWN AS FOUR SEASONS NO. 9**

RECITALS

- A.** On or about February 7, 1973, Wedgwood Homes of Portland, Inc., recorded Protective Covenants, Conditions, Declarations and Restrictions for The Four Seasons No. 9 within the Washington County Deed Records at Book 908, Pages 425 through 438, as Document No. 9808, subjecting the real property platted as The Four Seasons No. 9 in Book 29, Page 17, Washington County Plat Records (Exhibit A), which was a subdivision of the real property of Lot 70 within The Four Seasons No. 4 in Washington County, Oregon, to certain additional rights and obligations, and inclusion in a the subassociation, The Villa Homeowners Association. On April 14, 1998, the Villa Homeowners Association recorded Bylaws and Amendment to the Protective Covenants, Conditions, Declarations and Restrictions for Four Seasons No. 9 within the Washington County Records as Document No. 98037370.2, establishing Bylaws and amending certain provisions of the recorded The Villa Declaration. The recorded The Villa Declaration, with amendments, are collectively referred to herein as the “Original Declaration.” All lots within The Villa, The Four Seasons No. 9, remain subject to and are included within the master association, the Four Seasons Homeowners Association.
- B.** The Villa Homeowners Association is comprised of ten (10) Lots (Lots 70A, B, C, D, E, F, G, H, J, and K).
- C.** The Villa Homeowners Association intends to provide a restated and amended declaration of covenants, conditions and restrictions to replace the Original Declaration, governing and administering the real property described within the recorded plats for The Villa, The Four Seasons No. 9.
- D.** Lots within The Villa are governed both by these The Villa amended and restated protective covenants, conditions, and restrictions, or easements, and those of the master association, The Four Seasons Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions, recorded as Document No. 2015-88676 (“Four Seasons Master Declaration”).

NOW THEREFORE, The Villa Homeowners Association, with the approval of at least 75% of its Members, hereby amends and restates the Original Declaration to provide that, from and after the date on which these Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for The Villa are recorded with the recorder of Washington County, Oregon: (a) they will supersede and replace Documents Recorded as Nos. 9808 and 98037370.2, and the easements, covenants, restrictions, conditions and reservations hereinafter set forth shall constitute covenants to run with the land and shall be binding upon all persons claiming under them; and also that the conditions, covenants, restrictions, easements and reservations hereinafter

set forth shall inure to the benefit of and be limitations upon all future owners of the Property, or any interest therein.

ARTICLE 1
DEFINITIONS

1.1 **“Architectural Standards”** shall refer to the The Villa-specific architectural rules, regulations, and guidelines adopted by the Board, and as may be amended from time to time.

1.2 **“Architectural Review Committee”** or **“ARC”** shall refer to that committee constituted and acting pursuant to Article 4 of this Declaration.

1.3 **“Assessments”** means all assessments and other charges, fines and fees imposed by an Association to an Owner in accordance with this Declaration including, without limitation, as described in Article 8 below.

1.4 **“Association”** shall mean and refer to The Villa Homeowners Association, its successors and assigns.

1.5 **“Board”** shall mean the Board of Directors of the Association.

1.6 **“Bylaws”** shall mean and refer to the effective Bylaws of the Association, which shall be recorded in the Washington County, Oregon, deed records.

1.7 **“Common Area”** shall mean and refer to the common areas as shown on the recorded Plat of the Property and conveyed to the Association, including any improvements located thereon.

1.8 **“Declaration”** shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Amended and Restated Declaration.

1.9 **“The Four Seasons”** shall mean the property of the entire Four Seasons development, including all Four Seasons’ lots and common areas, as set forth in the Four Seasons Master Declaration.

1.10 **“Home”** shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.11 **“Improvement”** means every structure or improvement of any kind, including, but not limited to, buildings, fences, decks, patios, walls, driveways, parking lots, roof replacement, exterior remodeling, painting or staining, swimming pools, storage shelters, landscaping, including softscape, hardscape, decorative or retaining walls, and tree removal, or other products of construction efforts on or in respect to the Property. Improvement does not include interior remodeling that is not visible from the Property.

1.12 “**Lot**” means a platted or partitioned lot within the Property, with the exception of any Lot designated as Common Area.

1.13 “**Members**” shall mean and refer to the Owners of Lots in The Villa.

1.14 “**Occupant**” shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.15 “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.16 “**Plat**” shall mean and refer to the Four Seasons No. 9 Plat, as amended, recorded in the Plat Records of Washington County, Oregon, as set forth in greater detail in the Recitals.

1.17 “**Private Drive**” shall mean the driveway within the Plat of The Villa which serves as a means of access to Lots.

1.18 “**Property**” shall mean and refer to that certain real property described in the Original Declaration, consisting of all Lots and Common Area within the plat of The Villa, formerly known as The Four Seasons No. 9, as recorded in the Plat Records of Washington County, Oregon.

1.19 “**Rules and Regulations**” shall mean and refer to the documents containing rules, regulations, guidelines, standards, or policies adopted by the Board, as may be from time to time amended.

1.20 “**Subassociation**” shall mean any association established for a specific development project within The Four Seasons.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Subassociation**. The development of The Villa subassociation shall consist of the Property, which shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

2.2 **No Right to Annex Additional Property or to Withdraw Property**. The Association reserves no right to annex additional property to or to withdraw property from The Villa, except as set forth in Section 3.5 and 6.8.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of The Villa.

3.2 Ownership of Lots. Title to each Lot in The Villa shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Area. Subject to Section 3.5, title to any Common Area shall be held by the Association.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat and Other Easements of Record. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat, and all other easements of record.

3.4.2 Easements for Common Area. Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, including the Private Drive, which shall be appurtenant to and shall pass with the title to every Lot. Such easement is subject to the following provisions:

- a) The right of the Association to limit the number of Members permitted to use the Common Areas;
- b) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas for such purposes, and the rights of any mortgagee in said properties shall be subordinate to the rights of homeowners hereunder;
- c) The right of the Association to suspend any Owner's voting rights and/or the right to use of the Common Area, except the Private Drive, for any period during which any assessments against said Owner's property remain unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

d) The right of the Association to dedicate or transfer all or any part of the Common Areas pursuant to Sections 3.5 and 6.8;

e) The right of the Board to make reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by owners of the Association without unduly infringing upon the privacy or enjoyment of the Owner or Occupant of any part of said Property, and to make reasonable regulations and restrictions regarding parking.

3.4.3 Mutual and Reciprocal Easements. Notwithstanding anything expressed or implied to the contrary, all conveyances of land situated in The Villa, whether or not expressed in the instruments of conveyance, shall be subject to these restrictions, conditions and covenants, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not stated therein, mutual and reciprocal easements over and across and under all Common Areas and all other parts of the Property (excepting that any portion of the Property which may now or hereafter be occupied by a residence, carport, garage, patio, deck or other structure shall not thereafter be subject to any easement not theretofore applied to use), for the purpose of building, constructing and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations and for the purpose of constructing and maintaining on any part of the Common Areas, sidewalks, driveways, roads and parking areas. All of said easements shall be for the benefit of all present and future owners of said property; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or Occupant of any part of said property. (See also easement for encroachment in Section 9.7.)

3.4.4 Association's Easements. The Association and its duly authorized agents and representatives have such easements over the Lots and Common Area as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration and the Bylaws, as the same may be amended.

3.5 Board's Authority to Dedicate Common Area and Grant Easements. The Board shall have the following powers which it may exercise upon a two-thirds (2/3rds) or greater vote of the Board members at any duly called and held Board meeting: power to dedicate and/or convey any portion or all of the Common Area to any governmental body or agency; and, the right and power to grant an easement over the Common Area to any governmental body or agency or any public or private utility company or provider. The provisions of this Section 3.5 shall control over any provisions to the contrary contained in any other Section of the Declaration.

3.6 Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Board, his or her right of enjoyment to

the Common Areas and facilities to the members of his or her family, tenants, or contract purchasers, providing they reside on the property.

ARTICLE 4

PROPERTY USE REVIEW AND CONTROL

4.1 Architectural Governance. The Board may, in its sole discretion, delegate architectural authority over the Villa to the Four Seasons Board of Directors and the Four Seasons Architectural Committee. If architectural authority is so delegated, the authority shall be exercised within the sole discretion of the Four Seasons Board of Directors and the Four Seasons Architectural Committee and pursuant to the Four Seasons Master Declaration and the architectural standards of the Four Seasons Homeowners Association. If the Board does not delegate architectural authority, it shall be exercised pursuant to Articles 4 and 5 of this Declaration, and the Villa's Rules and Regulations.

4.2 Architectural Review. No Improvement, external repair or replacement, or other work or action as set forth in Article 5 shall be commenced, erected, placed, or altered on any Lot until the plans and specifications showing the nature, shape, heights, materials, colors, and location of the proposed work has been submitted to and approved in writing by the Board. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing Improvements and landscaping and as to location with respect to topography and finished grade elevations. The Board shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the Owner's responsibility, but the Board may require evidence of such compliance before approving a request. The provisions of this Article shall apply in all instances in which this Declaration requires the Board's consent.

4.3 Architectural Standards. The Association is subject to the Four Seasons Master Declaration and the architectural standards of the Four Seasons Homeowners Association. Additionally, the Board, from time to time and in its sole discretion, may adopt The Villa-specific Architectural Standards. The procedure and specific requirements for review and approval of proposed work shall be set forth in The Villa's Architectural Standards. Because The Villa is a subassociation of the Four Seasons, The Villa's architectural rules, regulations, and guidelines must not be less restrictive than The Four Seasons' architectural standards. If The Villa adopts Architectural Standards that are not less restrictive than the architectural standards of The Four Seasons, then Owners need only get approval from The Villa.

4.4 Enforcement. The Board shall have the authority to adopt a schedule and procedure for fines and assessments for noncompliance as set forth in Section 8.6.3.

4.5 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Board has the right to appoint and remove members of the ARC. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed and architectural authority has not been delegated to The Four Seasons, the Board shall serve as the ARC. Each ARC member shall serve for one (1) year.

4.6 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting. The ARC may render its decision only by written instrument, including electronic communications, setting forth the action taken. The ARC may delegate to the Association's management agent the notification process.

4.7 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article and in compliance with any Architectural Standards adopted by the Board. The ARC, from time to time and at its sole discretion, may propose architectural rules, regulations, and guidelines for the Board to adopt.

4.8 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within thirty (30) days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within thirty (30) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days total in extensions. In the event of such extension request(s), if the ARC does not render a written decision within the extension period, the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

4.9 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the Architectural Standards or other design standards of The Villa or The Four Seasons. The ARC may consider siting, shape, size, color, design, height, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

4.10 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

4.11 Determination of Compliance. The ARC or Board may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC or Board finds that the work was not performed in substantial conformance with the approval granted or if the ARC or Board finds that work was performed without the required approval, the ARC or Board shall notify the Owner in writing of the noncompliance. The ARC or Board may also, from time to time, inspect the neighborhood to evaluate compliance with the Declaration and Rules and Regulations and shall notify any Owner found not to be in compliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance within a reasonable time period.

4.12 Noncompliance. If the ARC or Board has determined that an Owner is not in compliance with the Declaration or Rules and Regulations, the ARC or Board has sent a notice of noncompliance to such Owner, and the Owner has failed to remedy the noncompliance in accordance with the notice, then the Board shall pursue further enforcement action. This

enforcement action may include, but is not limited to, assessing a fine against the Owner pursuant to the fine schedule adopted by the Board, assessing the estimated cost of remedying the noncompliance as a fine, or remedying the noncompliance. If the ARC or Board determines that performing maintenance, repair, or cure of a violation is necessary to preserve the attractiveness, quality, nature, or value of The Villa, the Board may cause such maintenance, repair, or cure to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance, repair, or cure shall be chargeable to the Owner of the Lot as an Assessment, which may be collected and enforced as any other assessments authorized hereunder. Before any fines are assessed, the Owner shall receive written notice and shall have the opportunity to request a hearing.

4.13 Appeal. Any Owner adversely impacted by any action of the ARC or Board, including withholding consent, making a finding of noncompliance, or issuing a fine or other assessment for noncompliance, may appeal such action to the Board. Within ten (10) days after the disputed action, an appealing Owner shall submit to the Board a written notice of appeal setting forth specific objections or mitigating circumstances. The Board shall address the appeal in a Board meeting and shall issue a final, conclusive decision within thirty (30) days after receipt of the notice of appeal. The Board's decision shall be final and binding upon the appealing Owner and the Board. If the appeal is to a decision issued by the Board, then the appeal shall be deemed a request for reconsideration.

4.14 Liability. Neither the ARC nor Board nor any member thereof shall be liable to any person or entity for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or Board or a member thereof, provided only that the ARC or Board or the member has, in accordance with its or his actual knowledge, acted in good faith.

ARTICLE 5

PROPERTY USE RESTRICTIONS

5.1 Maintenance of Private Property. Individual Owners are responsible for all Improvements of their Home and Lot, including but not limited to exterior paint, repair, roof care and replacement, gutters, downspouts, trees, shrubs, grass, landscaped areas, walks and other exterior maintenance.

5.2 Restrictions Incorporated by Reference. The Lots are subject to all the property restrictions set forth in Article 5 of the Four Seasons Master Declaration, which are hereby incorporated by reference. The Villa's ARC and Board have the authority to enforce the property use restrictions of the Four Seasons Master Declaration for property within The Villa. All restrictions and provisions of Article 5 of the Four Seasons Master existing at the time of recording this document will continue to apply to The Villa under this subsection, and no subsequent amendment of the Four Seasons Master Declaration will be deemed to amend The Villa's Declaration, unless The Villa has delegated architectural governance to The Four Seasons. If The Villa has delegated architectural governance to The Four Seasons, The Villa will be bound by any subsequent amendment to the Four Seasons Master Declaration relating to

property use, restrictions, review, and control, as if The Villa Declaration were amended, in addition to those covenants controlling all property within The Four Seasons through the Master Association.

ARTICLE 6 **COMMON AREA**

6.1 Use of Common Area. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, and the Rules and Regulations. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board.

6.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area. The Association shall keep the Common Area in good condition and repair, provide for all necessary services, and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area. An Owner may not perform maintenance or repair on the Common Area without the prior written consent of the Board.

6.3 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement located on the Common Area.

6.4 Funding. Maintenance and repair expenditures for the Common Area shall be through the Association's annual operating budget and funded from the Association's bank account. As provided in Section 8.4, the Board may levy a special assessment to fund any construction, alteration, repair, or maintenance of any portion of the Common Area for which the Association's current funds are insufficient to cover the cost.

6.5 Landscaping. All landscaping on the Common Area shall be maintained and cared for in a manner that is consistent with the Architectural Standards. No Owner may perform any landscaping or place or cause to be placed any planting or other landscape material on the Common Area without the prior written consent of the Board.

6.6 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain, or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

6.7 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with

effecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

6.8 Power of Association to Sell, Dedicate or Transfer Common Area. As provided in ORS 94.665, the Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Area. Except for grants of easements for utility-related purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by eighty percent (80%) of the votes of the Members, except as provided in Section 3.5.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall transfer automatically membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Bylaws, and the Rules and Regulations of the Association, and any amendments thereof.

7.2 Voting Process. Each Owner may cast such Owner's vote in person, by written ballot, by absentee ballot, by other electronic means approved by the Board, or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each Owner who is not in arrears on the Annual Assessment or any other assessment shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association and the Board shall be conducted with such rules of order as may from time to time be adopted by the Board. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8

FUNDS AND ASSESSMENTS

8.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of The Villa, for the improvement, operation, and

maintenance of the Common Area, for the payment of obligations of the Association, for the administration and operation of the Association, and for property and liability insurance.

8.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses and repairs and replacement shall be allocated equally among the Lots and their Owners.

8.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 8.1. The assessments are the property of the Association and are not refundable to Owners or Lots. Upon the sale or transfer of any Lot, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner.

8.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Association's bank account.

8.3 Monthly Assessments. Monthly assessments for each fiscal year shall be adopted by the Board and established when the Board approves the budget for that fiscal year. Monthly assessments shall be levied on a fiscal year basis. The fiscal year shall be from July 1 to June 30 unless another year is adopted pursuant to the Bylaws. Unless otherwise specified by the Board, monthly assessments shall be due and payable on the first day of each month.

8.3.1 Budgeting. The Board shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current and estimated costs of shared utilities, maintenance, and future needs of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary. The monthly assessments shall be equally apportioned among the Lots.

8.3.2 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix monthly assessments for the next fiscal year, the monthly assessments established for the preceding year shall continue until a new monthly assessment is fixed.

8.4 Special Assessments. The Board and/or the Owners shall have the power, as set forth below, to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

8.4.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

8.4.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations (including noncompliance with the Architectural

Standards), including where the Owner's noncompliance necessitated an expenditure by the Association to effect compliance or resulted in the imposition of a fine or penalty against such Owner, by vote of a majority of the Board. Such an assessment shall be due and payable when levied. Such an assessment shall not be levied until the Owner is provided written notice and the opportunity to request a hearing before the Board or the Board of the Master Association, the Four Seasons Homeowners Association, if the Association has delegated its enforcement authority to the Four Seasons;

8.4.3 Repairs or Renovations. To collect additional amounts necessary to make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget, by vote of a majority of the Board; or

8.4.4 Capital Improvements. To make new capital acquisitions, additions, or improvements, by vote of at least seventy percent (70%) of all votes allocated to the Lots.

8.5 Accounts. Assessments collected by the Association shall be deposited into an account with a bank, held in the name of the Association. Expenses of the Association shall be paid for out of this account.

8.6 Default in Payment of Assessments; Enforcement of Liens.

8.6.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

8.6.2 Association Lien. The Association shall have a lien against each Lot for any unpaid assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof. The Association's lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney's fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall have priority over other liens and encumbrances as set forth in the Planned Community Act.

8.6.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on unpaid assessments. The Board may also, in its reasonable discretion, adopt resolutions to impose fees, fines, or penalties for violations of the

provisions of this Declaration, the Bylaws, Architectural Standards, and/or the Rules and Regulations. The adoption of such resolutions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date. Imposition of such fees, fines, or penalties shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws, Architectural Standards, or Rules and Regulations, other than late fees, fines, or interest arising from an Owner's failure to pay regular or special assessments, may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

8.6.4 Loss of Voting Rights. If an Owner is delinquent in payment of any assessment or agreed-upon installment of any assessment for ninety (90) days or more, that Owner forfeits the Owner's voting rights until the assessment is paid in full.

ARTICLE 9 **PARTY WALLS**

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a party wall and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

9.3 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the Owners of the other Lot thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice; subject, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, as well as the cost of damage resulting from such exposure.

9.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.6 Arbitration. Any dispute concerning a party wall or any provision of this Article shall be arbitrated. Each party shall choose one arbitrator and such arbitrators shall choose an additional arbitrator, and the decision shall be by majority of all the arbitrators and such decision shall be final.

9.7 Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another Owner, an easement for the encroachment and for the maintenance of same has been granted and reserved and shall exist and be binding upon all present and future owners of any such encroaching building or structure for the purpose of occupying and maintaining the same. No building or remodeling may be done without approval of the ARC. In the event a structure consisting of more than one home becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each home and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE 10 **GENERAL PROVISIONS**

10.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association and the Board for a minimum of two years. The Board also shall keep accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense records. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association and the Board, and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

10.2 Indemnification of Board, Officers, Employees and Agents. The Association shall indemnify any director on the Board, officer, committee member, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a director, officer, committee member, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as

and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, committee member, employee, or agent shall have a right of contribution over and against all other directors, officers, committee members, employees, or agents and Members of the Association who participated with or benefited from the acts which created said liability.

10.3 Enforcement; Attorney's Fees. The Association and the Owners shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorney's fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney's fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

10.4 Insurance. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times a policy or policies of insurance providing in its best business judgment an adequate and reasonable amount of liability and hazard insurance for the Common Area, as well as director and officer errors and omissions insurance sufficient to meet the obligations of Section 10.2 and workers compensation insurance to the extent necessary to comply with any applicable laws. The Association shall not maintain liability or hazard insurance for any residential Lot or Home.

10.5 Notice. Any notice as required in the Declaration, Bylaws, or Rules and Regulations shall be considered proper if sent via first class mail to the last known assessment billing address for any Owner. Any required notice except notices relating to an Owner's failure to pay an assessment, foreclosure of an association lien, or an action the association may take against an Owner shall also be considered proper if sent via electronic mail, facsimile, or other electronic means. Owners may elect to opt out of electronic notice.

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

10.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the

Owners; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 10.8. Additionally, any such rescission that affects the Common Areas shall require the prior written consent of the County of Washington, Oregon.

10.8 Amendment. This Declaration may be amended at any time by an instrument approved by Owners representing at least seventy-five percent (75%) of the total votes in the Association. Any amendment must be executed, recorded, and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws without compliance with the provisions of that document.

10.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing The Villa, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration;
2. Bylaws;
3. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned on behalf of the Association has executed this instrument this 25th day of October, 2015.

THE VILLA HOMEOWNERS ASSOCIATION

By: 
Name: Arthur Rothe
Title: President

By: 
Name: Peggy Gulik
Title: Secretary

///

CERTIFICATION

The undersigned President and Secretary of The Villa Homeowners Association, an Oregon nonprofit corporation, hereby certify that the within Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villa has been approved and adopted pursuant to Article 12 of the Original Declaration and ORS 94.590.



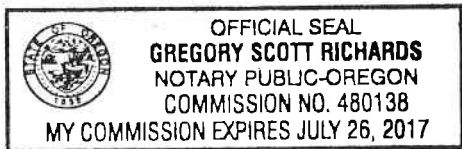
Arthur Rothe, President



Peggy Gulik, Secretary

STATE OF OREGON)
) ss.
County of Washington)

On this 25 day of October, 2015, personally appeared before me the above-named Arthur Rothe who, after being duly sworn, did say that he is the President for **The Villa Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and he acknowledged said instrument to be its voluntary act and deed.

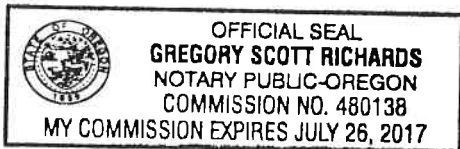





Notary Public for Oregon
My Commission Expires: 7-26-17

STATE OF OREGON)
) ss.
County of Washington)

On this 25 day of October, 2015, personally appeared before me the above-named Peggy Gulik who, after being duly sworn, did say that she is the Secretary of **The Villa Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and she acknowledged said instrument to be its voluntary act and deed.



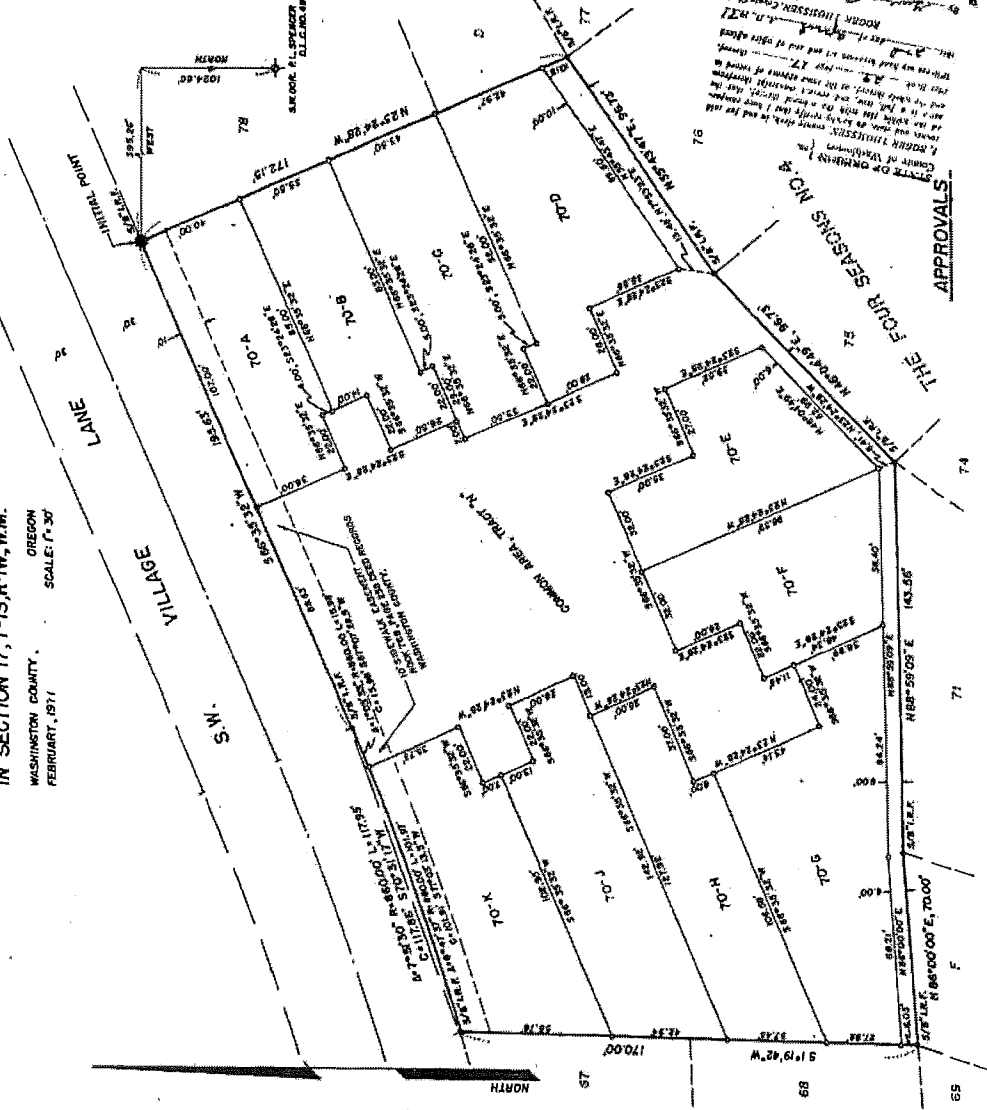


Notary Public for Oregon
My Commission Expires: 7-26-17

THE FOUR SEASONS NO. 9

A SUBDIVISION OF LOT 17 TO THE FOUR SEASONS NO. 4
IN SECTION 17, T-1S, R-1W, W.M.

WASHINGTON COUNTY, OREGON
FEBRUARY, 1971
SCALE: 1"=30'



DEDICATION:

BE IT KNOWN THAT BEAVER CONSTRUCTION COMPANY, AN OREGON CORPORATION, DOES HEREBY MAKE ESTABLISH AND DECLARE THE ANNEXED MAP OF THE FOUR SEASONS NO. 9, AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN ON SAID MAP.

BEAVER CONSTRUCTION COMPANY

Dwight E. Maugen
Dwight E. MAUGEN, President

Robert A. Dow
Robert A. DOW, Assistant Secretary

STATE OF OREGON S.S.
COUNTY OF WASHINGTON

BE IT REMEMBERED THAT ON THIS 22ND DAY OF FEBRUARY, 1971, BEFORE ME, A NOTARY PUBLIC IN AND FOR OREGON, PERSONALLY APPEARED DWIGHT E. MAUGEN AND ROBERT A. DOW, WHO BEING DULY SWORN, DID SAY THAT HE, DWIGHT E. MAUGEN, IS THE PRESIDENT OF THE BEAVER CONSTRUCTION COMPANY, AND THAT THE SEAL AFFIXED TO THE WITHIN INSTRUMENT IS THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID DWIGHT E. MAUGEN AND ROBERT A. DOW, DO ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.

Robert A. Dow
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES FEBRUARY 26, 1976



SURVEYOR'S CERTIFICATE:

I, RICHARD C. DIZDIN, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH 2 1/2" X 3 1/2" PINNACLES IN DIRECTION THE LAND REPRESENTED IN THE WITHIN INSTRUMENT, AND THAT THE SAID LAND IS THE SAME AS SHOWN ON THE WITHIN INSTRUMENT. ALL LOTS CORNER TO THE FOUR SEASONS NO. 9, AND AT THE INITIAL POINT OF SAID SURVEY, I DROVE A GALVANIZED IRON PIPE, 2 INCHES IN DIAMETER, 36 INCHES IN LENGTH, 6 INCHES BELOW THE SURFACE OF THE GROUND, SAID INITIAL POINT BEING LOCATED NORTH, 102.84 FT. AND WEST, 38.26 FT. FROM THE SOUTHWEST CORNER OF THE P.L. SPENCER D.L.C. NO. 49. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 18. THE FOUR SEASONS NO. 9 IS A DULY RECORDED PLAT, RECORDED IN PLAT BOOK 29, PAGE 77. THE SAID PLAT BEING THE ORIGINAL INITIAL POINT; THE PROPERTY PLATED BEING BOUND BY THE SOUTHWEST CORNER OF THE S.W. VILLAGE LANE; CONTAINING SAID SOUTH LINE OF S.W. VILLAGE LANE ALONG THE ANG OF A 660.00 FT. RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS S70°31'17" W, 117.06 FT.) AN ARC DISTANCE OF 112.94 FT.; THENCE S71°52' W, 170.00 FT.; THENCE N40°00'00" E, 70.00 FT.; THENCE N80°59'09" E, 43.56 FT.; THENCE N45°04'49" E, 56.19 FT.; THENCE S65°04'47" E, 56.73 FT.; THENCE N25°28' W, 172.15 FT. TO THE POINT OF BEGINNING.

CONTAINING 67,967.08 SQ. FT. - 1.550 ACRES
THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT.
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22ND DAY OF FEBRUARY, 1971

Richard C. Dizdin
RICHARD C. DIZDIN
12066000 6 9 8
REGISTERED OREGON LAND SURVEYOR

Robert A. Dow
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES FEBRUARY 26, 1976

STATE OF OREGON
COUNTY OF WASHINGTON
I, ROBERT THOMASSEN, do hereby certify that the within and foregoing plat was filed for record in the County of Washington, Oregon, on the 22ND day of February, 1971, at 4:53 PM.
I, the undersigned, Secretary of State of Oregon, do hereby certify that the within and foregoing plat was filed for record in the County of Washington, Oregon, on the 22ND day of February, 1971, at 4:53 PM.
WILLIAM THOMASSEN, Secretary of State

APPROVED THIS 23RD DAY OF MARCH, 1971

APPROVED THIS 23RD DAY OF MARCH, 1971

APPROVED THIS 23RD DAY OF MARCH, 1971

APPROVED THIS 23RD DAY OF MARCH, 1971

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY

DIRECTOR OF REVENUE AND TAXATION
(COUNTY ASSESSOR),
WASHINGTON COUNTY,
Donald W. Mason, Director

CHIEF, ENGINEERING DIVISION, DEPT. OF PUBLIC WORKS (COUNTY SURVEYOR),
WASHINGTON COUNTY.

WASHINGTON COUNTY PLANNING COMMISSION

Robert A. Dow
Dwight E. Maugen
Richard C. Dizdin

Donald W. Mason

Richard C. Dizdin

Robert A. Dow