



**AMENDED AND RESTATED
DECLARATIONS OF RESTRICTIONS
OF OAK HILLS HOME OWNERS ASSOCIATION
(COVENANTS, CONDITIONS & RESTRICTIONS)**

**AND
GUIDELINES TO THE
DECLARATION OF RESTRICTIONS**

2020

This Document was approved by the Oak Hills Board on April 1, 2020.

ABOUT OAK HILLS

The Oak Hills Home Owners Association is a planned unit development of 650 homes located north of the Sunset Highway in Beaverton, Oregon. The homes are sited amidst wide-open landscaped areas on approximately 40 acres, providing the residents with private settings while remaining close to freeway access. On July 10, 2013, the U.S. Department of the Interior, National Park Service signed the document that placed Oak Hills on the National Register of Historic Places. Oak Hills is the first mid-century historic district in Oregon and one of the youngest nationwide to be added to the Register.

33 acres of pristine park run through the center of Oak Hills Neighborhood. The "greenway" as residents refer to it, contains soccer fields, baseball diamond, volley ball court and walking and bike paths through wide-open expanses of grass. Large Oak trees and Cherry trees that bloom bright pink in spring line the paths and create a beautiful parklike setting.

Aside from a small section of space owned by Bonneville Power Administration, the greenway and Recreation Center are 100% owned, operated and maintained by the Oak Hills HOA and are designated exclusively for use by Oak Hills Residents and their guests.

The Association facilities include a large and small swimming pool, gymnasium, playground area, tennis courts, play fields, parks, walking trails, and RV parking lot. The Association is known for being very event oriented and coordinates a spectacular 4th of July celebration, an Easter egg hunt, Halloween party, and Holiday festivities for the residents.

The Recreation Department offers swim classes, tennis lessons, summer activity programs and the opportunity to participate in a swim team that competes at the state level. The mission for all Oak Hills recreation programs and facilities is to provide a safe, healthy and inviting environment for recreation and learning to all Oak Hills residents and their guests, in order to foster goodwill and pride in our neighborhood.

The Association is governed by a Board of Directors made up of nine volunteer members of the community and is professionally managed. Regular Board meetings are held the first Wednesday of every month and Annual Meetings are held each year in May. The Board of Directors invites homeowners to participate in governing the association by attending meetings and joining committees. The goal of the Board is to provide an environment for the residents that promotes a sense of community and preserves property values.

ABOUT THIS DOCUMENT

This booklet contains a revised copy of the **Amended and Restated Declaration of Restrictions** for Oak Hills Homeowners Association. **THIS COPY IS FOR INFORMATIONAL PURPOSES ONLY.** It is not an exact copy of any recorded document and should not be relied upon for recording purposes. Its purpose is to provide members of the Oak Hills Homeowners Association with an updated copy of the restrictions affecting their property.

Following each article or section are the applicable **Guidelines (in shaded text)** to the Declaration of Restrictions which have been updated by a subcommittee of the Board of Directors and given final approval by the Board on April 1, 2020. The Board intends these Guidelines to be used by homeowners and future Boards of Directors to assist them in understanding and interpreting the Declaration of Restrictions, also known as the "CC&R's" (conditions, covenants and restrictions). WHEREAS THE DECLARATION IS A LEGAL DOCUMENT THAT IS BINDING UPON ALL HOMEOWNERS IN OAK HILLS, THE GUIDELINES ARE AN INTERPRETATION OF THE DECLARATION, AND THEREFORE ARE NOT BINDING. Homeowners may challenge and future Boards may change these Guidelines as new perspectives or realities emerge.

Although the Guidelines are not binding, they do reflect the sincere effort of the Board of Directors to offer a thoughtful interpretation of those CC&R's which are open to broad interpretation and to capture in writing some formerly unwritten interpretations of various CC&R's.

Our thanks to those committee members who took on the task of writing the first guidelines in 2001 and updated them in 2013. Their work made this 2020 update possible.

RECITALS

This Amended and Restated Declarations of Restrictions of Oak Hills Home Owners Association, pursuant to the Oregon Planned Community Act, is made by the Oak Hills Home Owners Association, an Oregon nonprofit corporation, and is effective upon recording.

A. Oak Hills is a planned community located in Washington County, Oregon.

B. The planned community was established pursuant to the following documents recorded in the Records of Washington County, Oregon.

1. Declaration of Restrictions, Book 552, Page 68;
2. Declaration of Restrictions, Book 553, Page 563;
3. Amendment, Book 565, Page 327;
4. Declaration of Restrictions, Book 576, Page 172;
5. Declaration of Restrictions, Book 582, Page 223;
6. Declaration of Restrictions, Book 626, Page 520;
7. Amendment, Book 628, Page 96;
8. Declaration, Book 649, Page 322;
9. Declaration of Restrictions, Book 669 Page 281;
10. Declaration of Restrictions, Book 730, Page 727;
11. Declaration of Restrictions, Book 769, Page 593;
12. Amendment, Book 782, Page 470;
13. Amendment, Book 1032; Page 92;
14. Amended and Restated; Document No. 78053156;
15. Declaration of Restrictions, Document No. 78054200;
16. Amendment; Document No. 79049264;
17. Amendment; Document No. 82010051;
18. Amendment; Document No. 84021997;
19. Amendment; Document No. 85003588;
20. Amendment; Document No. 87020983;
21. Amendment; Document No. 89-11345;
22. Amendment; Document No. 93008676;
23. Amendment; Document No. 93009293;
24. Amendment; Document No. 94068593;
25. Amendment; Document No. 96045955;
26. Amendment; Document No. 97073073; and
27. Amendment; Document No. 98036812.

C. Pursuant to Article X, Section (c) of the Amended Declaration, the Association desires to amend and restate the Declaration in the manner set forth below.

D. All previous Declarations and amendments are hereby superseded and replaced with this Amended and Restated Declarations of Restrictions of Oak Hills Home Owners Association.

NOW, THEREFORE, in accordance with Article X, Section (c) of the Amended Declaration and ORS 94.590, with the approval of at least seventy-five percent (75%) of the voting owners, the Association hereby amends and restates as follows.

AMENDED AND RESTATED
DECLARATIONS OF RESTRICTIONS
OF OAK HILLS HOME OWNERS ASSOCIATION

ARTICLE I

Wherever used in this Declaration, the following terms shall have the following meanings:

- (a) **"Dwelling house"** and **"garage"** shall include both the main portion of such structures and all projections therefrom but shall not include the eaves of such structures, nor uncovered front porches or steps.
- (b) **"Lot"** means one of the numbered parcels on the plats referred to in the description of the property covered hereby.
- (c) **"Building site"** means either a numbered lot as shown on said plats, or a parcel consisting of a portion of any lot or contiguous portions of any two or more contiguous lots; provided, however, that such parcel, if composed of a portion of a lot or portions of two or more contiguous lots, shall have a principal frontage of not less than sixty (60) feet, and an area of at least six thousand (6,000) square feet (the foregoing proviso of this paragraph (c) shall not apply to Lot 226, Oak Hills No. 4, which lot is now platted as Oak Hills No. 6).
- (d) **"Street"** means any street, highway, or other thoroughfare as shown on said plats.
- (e) **"Setback"** means the minimum distance between the dwelling house or other structure referred to and a given street or line.
- (f) **"Street frontage"** means that portion of a lot or building site which borders on a street.
- (g) **"Architectural Review Board"** means the standing committee provided for in the Restated Articles of Incorporation (Article III, Paragraph 3), and established by the Board of Directors as directed in the Bylaws, for the purpose of reviewing and approving all proposed Building Site alterations and improvements which require Association approval or consent pursuant to the terms of this Declaration.
- (h) **"Property"** - means all real property depicted on the Plat.
- (i) **"Common Property"** or **"Association Property"** means any real property or interest in real property that is owned or leased by the Association or owned as tenants in common by the Owners.
- (j) **"Lot"** or **"Residential Property"** means any numerically designated and platted lot on the subdivision plat, other than Common Property.
- (k) **"Owner"** means the person or persons owning any Lot and who is listed as the record owner in the county records.

- (l) **"Resident"** means any individual residing on a Lot, including Owners, tenants, guests and family members.
- (m) **"Improvement"** means any structure or improvement of any kind, including, without limitation, decks, porches, awnings, fences, garages, carports, driveways, sheds, or other product of construction efforts on or in respect to the Lot.
- (n) **"Plat"** means the plat of Oak Hill and all subsequent phases recorded in Washington County, Oregon.
- (o) **Additional Definitions** - Except as otherwise provided in this Declaration, unless the context clearly requires otherwise, terms used in this Declaration that are defined in ORS 94.550 have the meanings set forth in ORS 94.550.

Article I: No Explanation needed.

ARTICLE II

All owners of record of one or more building sites on said property within Oak Hills are members of the Oak Hills Home Owners Association. Such ownership or such holding of a contract of purchase and residence shall be the sole qualification for membership in said Association. When such qualification shall cease as to any member, membership of such member shall terminate.

Article II: No Explanation needed.

ARTICLE III

(a) No building site on the Property shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat. Commercial activities that are both evident and objectionable are not permitted. Examples of prohibited commercial activities include but are not limited to those that are unsightly or noisy or regularly increase neighborhood traffic and/or on-street parking.

Section (a): Residential Purposes: in order to maintain the attractive appearance of our neighborhood and the value of the homes, activities which are commercial in nature and are evident and objectionable to neighbors are not permitted. Some examples of these prohibited commercial activities are those that are unsightly, such as auto repair services, and those services for pay which regularly increase neighborhood traffic or street parking such as schools and hairdressing salons. According to Oregon State law, day-care is considered as residential use of property (ORS418.817); however, the Board reminds day care providers that Article III (d) prohibits any activity which creates an annoyance or nuisance to the neighborhood (such as traffic congestion and noise); therefore, day care operators must be respectful of neighbor's concerns. Adult Care Homes are also protected under Oregon State Law, and these are considered as residential use of property.

(b) No animals or fowls shall be raised, kept or permitted upon said property or any part thereof, except residents may keep a reasonable number of household pets as defined in the Policy and Procedure Manual.

Section (b): Unreasonable Numbers: The Board has not established a specific number of pets which is "unreasonable." However, the Board recognizes that even a single pet can become a consistent nuisance to the neighborhood, because of the noise, odor, threatening behavior, or defecating on neighbor's property. Laws regulating pet owners, such as the county leash laws, and limit on the number of pets allowed in a home are intended to protect people from the danger and/or annoyance that pets can cause. The Board believes that pet owners who are considerate of neighbors and are willing to restrict the undesirable behaviors of their pets in order to protect the good will of their neighbors provide the most effective protection from such unpleasantness.

(c) Neither Residential nor Association Property shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

Section (c): No explanation needed.

(d) No noxious or offensive activity shall be carried on or allowed upon residential or common property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its character.

Section (d): annoyance or Nuisance To the Neighborhood: This section requires homeowners to refrain from activities which will negatively impact the neighborhood. 'Noxious or offensive activity' includes dangerous, threatening, harmful, or menacing behavior or actions. Unlawful behavior should be reported to the Washington County Sheriff's Department. CC&R infractions should be reported to the Oak Hills Board member in charge of Compliance. Neighborhood Watch is also active in our neighborhood and can be used as a resource.

(e) Owners or occupants of Residential Property shall maintain in proper condition the area between the property line of such Residential Property and the nearest curb or improved street, including public sidewalks and parking strips within said area.

Section (e): Homeowners must properly maintain sidewalks and parking strip landscaping on their property. Raised or buckled sidewalks resulting from root growth can be a safety hazard and it is the responsibility of the homeowner to maintain the sidewalks in a safe condition. Washington County requires sidewalk variances of more than ¼" to be fixed.

(f) No Resident or Property Owner shall remove or significantly alter any tree in any parking strip or on Association Property unless permission in writing is first granted by the Association.

Section (f): Removing trees from the parking strip or from Association property requires ARB pre-approval. This also applies to the planting reservation along 153rd Avenue as identified on official county plat maps.

(g) No lot or any portion thereof shall be used or maintained as a dumping ground or waste storage area. All rubbish, trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Residents shall make reasonable efforts to screen containers from the street.

Section (g): Homeowners are responsible to keep their property sanitary and free of trash and other debris. All waste storage containers should be stored out of sight from the street, either behind a fence, screen, landscaping or inside the garage. Trash and recycling containers should be retrieved from the street as quickly as possible on garbage collection day and stored out of sight.

ARTICLE IV

Association Property shall be reserved for the exclusive use of Oak Hills Residents in good financial standing, their guests when accompanied by Residents, participants in team activities approved by the Association and others as designated by the Board of Directors. For purposes of this Article, "residents" are defined as the individuals living in the dwelling house. Nonresident owners of lots in the Association may use Association property only if there are no individuals residing at their lot.

ARTICLE IV: No explanation needed

ARTICLE V

(a) Unless otherwise designated on the official recorded plat or with the approval of the Association, no tent, shed, or other temporary structure, shall be erected or maintained for dwelling purposes on either Residential or Association Property except that such prohibition shall not apply to the occasional use of camping tents for overnight campouts in Residential backyards.

Section (a): Refer to the current ARB Shed Policy for approved shed criteria.

(b) No garage shall be used for dwelling purposes.

Section (b): Garages are to be used for storage and parking of vehicles, not for dwelling.

(c) Passenger vehicles that are owned and/or operated by Residents, and whose external configuration is designed or has been significantly modified for commercial purposes shall be parked only within a garage or on a paved driveway.

Section (c): PAVED DRIVEWAY is defined as concrete pavement or pavers specifically designed for vehicular traffic and meeting Washington County Code. Refer to ARB definitions of Paved Driveway as well.

(d) Unless otherwise approved by the Association, no trailer, camper, pickup coach, mobile home, boat, other recreational vehicle, or truck (except pickup) shall be parked, placed, or maintained on Residential or Association Property for any purpose, at any time (except for loading or unloading), except that such prohibition shall not apply to vehicles for which the Oregon Department of Motor Vehicles requires only a "passenger plate" and vehicles which can be and in fact are stored completely within the Owner's garage and are not used for living purposes, and such vehicles parked in the Association's RV lot with Board of Director authorization.

Section (d): The RV Lot Contract allows Homeowners to park RVs and boats on the street for 2 days prior to a trip (for loading and preparation) and 2 days after a trip (for unloading and cleaning). No overnight lodging is allowed while parked in Oak Hills.

Washington County Law allows guest RV parking on a residential street for no more than 96 consecutive hours in any 28 day period.

(e) Vehicles shall be parked only on paved driveways or on the street provided that they do not pose a safety hazard by obstructing sight lines for vehicular traffic on or entering onto adjoining streets. This Article is intended to prohibit parking of vehicles on grass, gravel, bark, or similar surfaces.

Section (e): See Article V(c) for definition of Paved Driveway.

(f) Abandoned, disabled or unlicensed vehicle shall be parked, placed, or maintained only within enclosed garages. They shall not be parked, placed or maintained on other Residential or Association Property or on any street within Oak Hills for any purpose at any time.

Section (f): No explanation needed.

ARTICLE VI

(a) No hedge, fence, hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any setback line of any building site and any street line serving as a boundary line for such building sites unless approval of the Home Owners Association as to material, form, size and color is first obtained.

Section (a): This section restricts homeowners from establishing any visual barrier such as a hedge, fence, or boundary wall between the street and the setback line of the house, unless the association gives prior approval. Applications for such approval should be submitted to the Architectural Review Board. Refer to Article I for the definition of a setback line. Article VII Section 2 (d) and (e) define the setback distances.

(b) Planting reservations or protective screening areas are established as shown on the recorded plat. Plantings, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots through which the planting reservation or protective screening area runs at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen, fence, or wall or utilities or drainage facilities shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for the purposes of installation and maintenance of screening, utilities and drainage facilities.

Section (b): Planting Reservations are established on both sides of 153rd and at the entrance from 143rd. Oak hills owners whose property adjoins these planting reservations are allowed to establish a visual screen, such as a hedge or fence, along the property line. The cost and maintenance of such a screen shall be the homeowner's. Any changes to the landscaping in these areas needs approval from the Association.

(c) No outside television and radio aerials, antennas and satellite dishes shall be erected except as approved by the Home Owners Association in accordance with the FCC's Over-The-Air- Reception- Device Act.

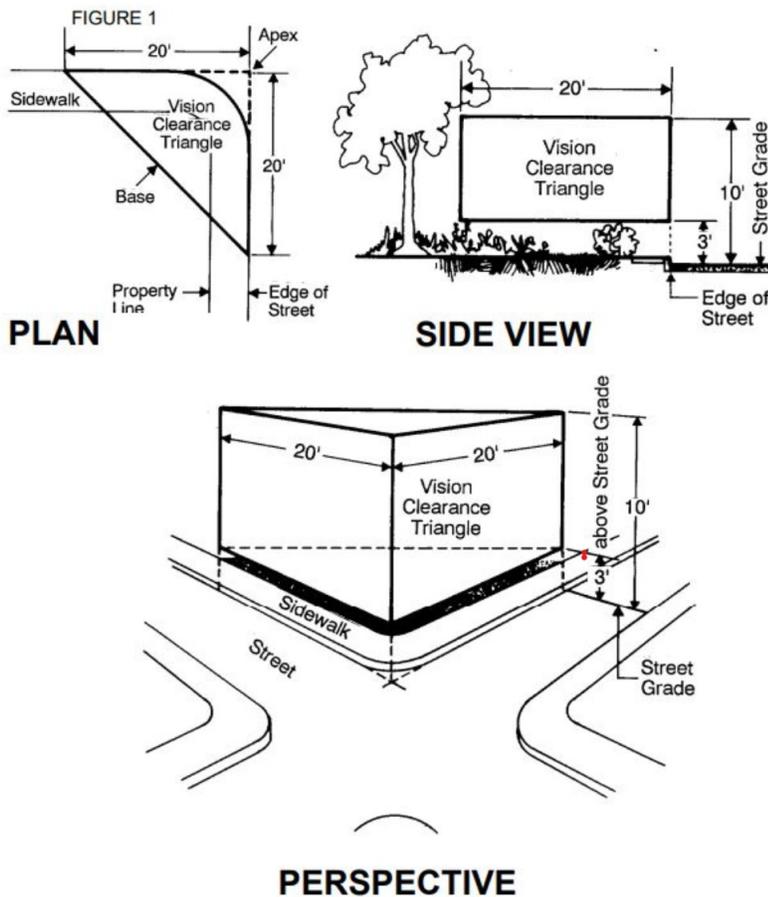
Section (c): All outside television and radio aerials and antennas are prohibited, with the exception of satellite dishes that are not more than 1 meter in diameter and which are screened or hidden from view when possible. Placement of such satellite dishes is subject to approval by the Architectural Review committee.

(d) No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Section (d): No explanation needed.

(e) Owners or occupants of Residential Property shall provide tree and shrub maintenance and remove any obstruction as necessary to maintain safe sight lines for vehicular traffic on or entering onto the adjoining street, or streets.

Section (e): Washington County Law requires owners to maintain safe sight lines for vehicular traffic as depicted in this graphic:



ARTICLE VII

Section 1. Appointment and Composition of Architectural Review Board

(a) As provided for in the Restated Articles of Incorporation, (Article III, Paragraph 3), the Board of Directors shall establish a review board as a standing committee of the board with the title Architectural Review Board to assist the corporation in all things related to the approval of plans and specifications for the material alteration or addition of dwelling houses, garages, fences, walls, other structures upon said real property described in the Restated Articles of Incorporation of Oak Hills Home Owners Association.

(b) The Architectural Review Board (ARB) shall consist of three (3) or more members appointed by the Board of Directors. The ARB chair shall be a Board Director. It is preferable that at least one board member shall be a design professional and, although preferred, need not be a member of the Association. Members of the ARB serve at the pleasure of the Board of Directors and may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board.

(c) Decisions of the Architectural Review Board shall be submitted to the Board of Directors at their next regularly scheduled meeting for inclusion in the Board minutes.

(d) Decisions of the Architectural Review Board can be appealed, in writing, by the applicant directly to the Board of Directors. After receipt of an appeal, a final, conclusive decision shall be made by the Board of Directors within 60 calendar days. The Oak Hills Home Owners Association reserves the right to review any ARB decision they feel is egregious or does not comply with Oak Hills CC&Rs.

(e) The procedure and specific requirements for application for Architectural Review Board approval or consent may be set forth in design guidelines or other rules or policies adopted from time to time by the Architectural Review Board for the Board of Directors approval and issue to members of the Association.

Section 1 (a-e): This section creates the ARB and gives authority to the ARB to set design guidelines, rules or policies and to govern any material alteration or addition of property in Oak Hills. The applicant homeowner can appeal a decision of the ARB to the Board using the policy defined. Any ARB guideline or policy requires the approval of the Board and communication to the homeowners.

Section 2. Architectural Standards

(a) Unless otherwise designated on the official recorded plat or with the approval of the Association, no building may be erected or maintained on any building site except one single family dwelling house not more than two stories in height above the main floor level, designated for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

(b) A dwelling house of one story in height above the main floor level shall have a minimum ground floor area of eight hundred (800) square feet and a one and one-half story or two-story dwelling house shall have a minimum ground floor area of six hundred and fifty (650) square feet (all exclusive of porches, patios, basements and garages).

(c) In the case of a house with a daylight basement, a second story above the main floor level may be allowed only if the resulting third level is contained within a habitable attic to ensure harmony with the predominant character established by one and two story houses in Oak Hills. True dormers may be featured at the third level but in no case shall a full third level be permitted unless it is fully contained within the roofline.

(d) Dwelling houses and garages erected on said property shall have minimum setback from the front street of twenty (20) feet, and from the side street of fifteen (15) feet, from the property line, except that for Lot 148 the setback to N.W. Perimeter Drive shall be 19.5 feet, and for Lot 144 the setback to N.W. Forest Avenue shall be 10.8 feet. The provisions of this paragraph (e) shall not apply to Lot 226, Oak Hills No. 4, which lot is now platted as Oak Hills No. 6.

(e) Each dwelling house or garage shall have a setback of not less than five (5) feet from each side and rear line of the building site on which it is located. The provisions of this paragraph (f) shall not apply to Lot 226, Oak Hills No. 4, which lot is now platted as Oak Hills No. 6.

(f) No existing single family dwelling shall be demolished or removed from said property unless an application for such removal or demolition has been submitted to and approved in writing by the Architectural Review Board.

(g) No dwelling house, garage, fence, wall, outbuilding or other structures shall be erected or constructed upon any portion of said property, and no alterations which would materially alter the exterior appearance of any such structures or improvements shall be made unless approval is first obtained in writing from the Architectural Review Board.

(h) A complete set of plans, drawings and specifications showing in sufficient detail of the proposed improvements alterations including the exterior materials and color scheme, together with a scaled site plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the the Architectural Review Board in advance of any construction or alteration. Said plans, drawings and specification shall be submitted in writing for approval over the signature of the owner of the building site or over the signature of his duly authorized agent, on a form satisfactory to the Association. A copy of such submittal as finally approved shall be deposited as a permanent record with the Association.

(i) The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of the dissatisfaction of the Association with any or all other matters or things which, in the judgment of the Association, would render the structure inharmonious with the general plan of improvement of said property or with the structures erected on other building sites in the immediate vicinity of the building site upon which said structure is proposed to be erected.

(j) Any agent or officer of the Association may, at any reasonable hour or hours, and after reasonable notice, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof; and the Association, and/or any agent or officer thereof, shall not hereby be deemed guilty of any manner or trespass for entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

(k) The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans, drawings, and specifications for the improvements or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer in an action thereon. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Clerk of Washington County, State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 2: Subsections (a-c) define architectural standards for the neighborhood. Subsections (d-e) define setbacks for each lot. Subsections (f-i) establish the requirement for homeowners to submit applications and supporting data to the ARB for any material changes to their property and allows the ARB to withhold approval in some cases. Subsection (j) provides the legal basis for the Association to inspect property to verify compliance with the Association maintenance or construction regulations. Section (k) establishes the records of the Secretary of the Association as the official record of the Association and can establish that a homeowner has complied with Association regulations regarding improvements to the property. This record thereafter protects title companies

and any purchaser from further demands by the Association relating to the specific property improvements.

Please refer to all current ARB Design Guidelines, Rules and Policies on the Oak Hills Website at www.oakhillsoregon.com or contact any member of the ARB for current policy information.

Definition of Inharmonious: Inharmonious will be understood to mean any plans for construction or alterations that do not agree with the atmosphere or “feel” that predominates in Oak hills.

ARTICLE VIII

(a) No sign or advertising device of any character shall be erected on any lot or building site, or maintained upon any part of said property except one sign not larger than eighteen inches (18") by twenty-four inches (24") advertising the property for sale or for rent. Other signs are prohibited except those specified by a policy of the board.

Section (a): Sign or advertising device.

Real Estate Signs: One standard real estate company sign or one For Sale by Owner sign or one House for Rent sign is the only permitted advertising sign allowed on an individual homeowner’s lot in Oak Hills. Not allowed are directional signs posted at corners and signs left on a property more than 2 days after the sale is closed. Open House signs are permitted on the day of the event only.

Political signs: Under the First Amendment ruling by the Federal Government, political signs which meet the following criteria will be allowed: (1) the sign must not be larger than 18” x 24” in size, (2) the placement of the sign may not interfere with sight patterns, (3) no more than one sign per candidate or issue may be displayed per lot, and (4) signs must be removed within 2 days following the election.

OHHA Community Bulletin Sign: the community board sign below the Recreation Center at the intersection of 153rd and Oak Hills Drive is to be used for OHHA and Recreation Department sponsored events only (e.g., 4th of July events, the annual Easter Egg Hunt, and annual OHHA meetings).

Contractor Signage: The ARB allows contractor signs to be displayed during active remodeling work, for the purposes of assisting subcontractors in locating the correct lot. Signs must be removed as soon as work is completed. Signs should be placed discretely and be no larger than 18” x 24” in size.

(b) Declarants hereby reserve to themselves, their successors, heirs and assigns, perpetual easements under, over and across strips of land five (5) feet in width running along the interior to the side lines and rear lines of each building site owned by them respectively for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of the within said five (5) foot strips of land, and Declarants reserve the right to cut and/or trim any tree or other growth on such five (5) foot strips which may interfere with or menace the construction, maintenance or operation of said utilities. The provisions of this paragraph (b) shall not apply to Lot 226, Oak Hills No. 4, which lot is now platted as Oak Hills No. 6.

Section (b): No explanation needed.

(c) It is the intent of these restrictions that all building sites and improvements on said property be maintained in a reasonably presentable condition so as not to detract from the value of adjacent parcels. Therefore, the Association shall have the right at all times, after reasonable notice to the owner thereof, to enter upon any lot or parcel of said property for the following purposes: 1) to remove debris, weeds, or other waste material; 2) to plant or replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants or lawns; and 3) to repair, paint, replace or otherwise maintain the exterior appearance of any improvement or structure, including but not limited to, the cleaning, repair, replacement or painting of gutters, shutters, porches, patios, steps and other items attached, or connected, to the exterior of an improvement. All expenses incurred by the Association in connection with the foregoing authorization shall be charged to the owner of the affected building site as an assessment to be collected in the manner provided in Article IX. Reasonable notice as used in this subsection shall mean mailing by certified mail to the last known address of the owner of the building site, as shown on the books of the Association, ten days before entry to be made.

Section (c): This section establishes the right for the HOA to take corrective action if a homeowner fails to maintain their property in a reasonable manner. Homeowners are notified by letter when a property needs attention. Refer to the approved Policy document 'Schedule of Escalation and Fines for OHHA Compliance' on the website at www.oakhillsoregon.com. If the Compliance Escalation Process fails to resolve the issue, and after giving 10 days' notice, the HOA can take action to bring the property into compliance with the neighborhood standards. Any expenses resulting from HOA corrective action are charged to the homeowner and if not paid, will result in a lien being placed on the property.

ARTICLE IX

(a) All Residential Property shall be subject to an annual charge or assessment as hereinafter specified.

(b) Said annual charge or assessment, when imposed, shall be upon and against each Lot subject thereto and the whole thereof; the amount thereof shall be determined annually by the Board of Directors but shall not exceed \$475.00 per year per building site unless two-thirds of the votes cast at an annual meeting or a special meeting called for that purpose vote to increase the same.

(c) The right to fix (subject to the limitations herein prescribed), collect and enforce the collection of such charges or assessments, including interest thereon, and expend the same, shall be vested in the Association.

(d) Annual charges or assessments shall be set by September 30 to cover the following October 1 through September period. Annual charges or assessments shall be due and payable on November 15 of the year in which they are set, and shall be considered delinquent if not paid by that date. Following delinquency, the amount of the charges or assessments shall be increased by all costs of collection (including reasonable attorneys' fees and any incurred foreclosure costs, disbursements, or fees), which together shall bear interest at the rate of one and one-half percent (1.5%) per month. Within 120 days after delinquency, the Secretary of the Association shall file with the office of the County Clerk of Washington County, State of Oregon, a statement of

lien for the aggregate amount of the charges or assessments which have become delinquent with respect to the building site and for all applicable collection costs and interest, and upon payment in full of the aggregate amount owed (as it may increase from time to time due to additional collection costs and interest) shall execute and file a proper release of the lien. The aggregate amount of the delinquent charges or assessments, collection costs, and interest shall constitute a lien on the whole building site with respect to which it is fixed from the date the statement of lien is filed until the date is released, and shall bind the then owner of contract purchaser, his heirs, devisees, personal representatives, and assigns. Such lien may be enforced by the Association in the manner provided by the law with respect to a lien on real property. The personal obligation to the then owner or contract purchaser to pay the aggregate amount of the delinquent charges or assessments, collection costs, and interest, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them and approved by the Association. Any sale or transfer of a building site pursuant to a decree of foreclosure shall not relieve the site from liability for any charges or assessments thereafter becoming due nor from the lien of any subsequent charges or assessments.

(e) The purchasers of portions of said property by the acceptance of deeds therefor, whether from Declarants or subsequent owners of said property, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such charges or assessments, including interest, upon the portion or portions of said property purchased or agreed to be purchased by them, and shall thereby become subject to the right and power of the Association to institute proceedings for the collection of such charges, assessments and interest and the enforcement of the liens securing the same. Such rights and powers shall continue in the Association, and such obligations shall run with the land so that the successor owner of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such charges or assessments together with interest on such as may have become delinquent.

(f) The proceeds received from said charges or assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Oak Hills and in particular for the improvement and maintenance of properties and services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, including but not limited to:

- (1) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration and the collection of the charges or assessments provided for in this Article (to the extent such expenses are not otherwise reimbursed);
- (2) Real and personal property taxes and assessments levied by any branch of government;
- (3) Acquiring, building, operating and maintaining common areas, recreation areas, playgrounds, swimming pools, tennis courts, community halls, clubhouses including buildings, structures and personal property incident thereto; and
- (4) Acquiring, building, operating and maintaining streets, sidewalks, pathways, water systems, sewage systems and other public services including buildings, structures and personal property incident thereto.

ARTICLE IX: No explanation needed.

ARTICLE X

(a) In construing this Declaration or any part thereof, stipulations which are necessary to make this Declaration or any of its terms or provisions reasonable are implied.

(b) The determination by any Court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

(c) All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, occupation and maintenance hereby adopted therefore by Declaration; and such conditions, restrictions and charges shall run with the land and shall continue and be in full force and effect until extinguished or modified as herein provided. Except as provided in Article IX (b) the conditions, restrictions and charges, and any of them, may be changed, modified, or extinguished at any time by an instrument executed by the Association acting by its President and Secretary under authority of a Resolution to that effect adopted by the vote of seventy-five per cent (75%) or more of the members voting at a meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the Bylaws of the Association.

ARTICLE X: No explanation needed.

ARTICLE XI

Major Maintenance, Repair and Replacement Reserve Accounts; Reserve Study.

(a) **Establishment of the Reserve Account.**

(1) The Board of Directors shall establish and maintain a 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 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.

(2) The Board of Directors shall annually conduct a reserve study, or review and update an existing study, to determine the reserve account requirements and may:

(A) Adjust the amount of payments in accordance with the study or review; and

(B) Provide for other reserve items that the Board of Directors, in its discretion, may deem appropriate.

(3) The reserve study must include the information required under ORS 94.595 or other applicable provision of the Act in effect when the study or update is conducted.

ARTICLE XI: No explanation needed.

SUPPORTING DOCUMENTS

RV Lot Policies and Contract:

<http://www.oakhillsoregon.com/rv.html>

Compliance Escalation Chart: (under HOA Information / CCRs and HOA Documents)

http://www.oakhillsoregon.com/uploads/2/9/8/1/29817837/compliance_fines_escalation.pdf

ARB – Fence, Shed, Solar, Paint Policies / Design Guidelines:

<http://www.oakhillsoregon.com/arb.html>

Recreation Department Policies, Documents, Schedule:

<http://www.oakhillsoregon.com/recreation.html>

Maintenance Policies and Guidelines:

- Mailboxes - community mailboxes are a common element owned by the HOA. Maintenance of box structure is HOA responsibility; locks on individual boxes is homeowner responsibility.
- Drop boxes - when provided by HOA operations for use by homeowners a paid pass will be required. Usage pass fees, dates and hours of operations will vary from year to year.
- Common area Greenspace – homeowners whose property abuts the common area greenspaces are responsible for maintaining the first foot into the greenspace.
- Homeowners are also responsible for keeping vegetation extending into the greenspace pruned to a clear height of 9' at all times.
- Homeowners are responsible for collection and disposal of debris emanating from their property which lands in the greenspace, specifically fruit and items which impede mowing of the grass.
- Homeowners are to remove all items brought into the greenspace unless being actively used (recreational equipment, toys, tools, etc.)
- Yard debris from homeowner property is not to be placed in the greenspace.
- Driving any type of motorized vehicle in the greenspace is not allowed without prior authorization from the director of maintenance.
- Activities not allowed in the greenspace: golfing and any other activity which may endanger other persons in the greenspace. It is a guideline that operating RC aircraft or drones in Oak Hills common areas should be done in a respectful and safe manner which does not endanger any other person or animal nor infringe on homeowners private property.
- Animals in greenspace: limited to household pets which will be on leash or under voice command control at all times. Pet waste shall be picked up and removed by owner immediately.
- Maintenance equipment - use of OHHA owned equipment is limited to OHHA employees, approved HOA contractors and BOD members after proper safety training and approval.