

AFTER RECORDING, RETURN TO:  
Fairview Village Homeowners Association  
c/o Jeff Dennerline  
1280 NE Multnomah Drive  
Fairview, OR 97024

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**\*\*\*RESTATED October 1, 2018\*\*\***

**Combines Original & Amended Documents**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FAIRVIEW VILLAGE HOMEOWNERS ASSOCIATION (PHASE 1)**

This Declaration of Covenants, Conditions and Restrictions For Fairview Village Homeowners Association (Phase 1) is made this 28th day of October 2018 by the Owners of Fairview Village and adopted accordingly to the procedures of the Association. This Declaration amends and supersedes the Declaration of Covenants, Conditions and Restrictions for Fairview Village Homeowners Association (Phase 1), recorded on February 25, 2003 as document number 2003-042835 in the records of Multnomah County, Oregon, and the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Fairview Village Homeowners Association (Phase 1), recorded on September 13, 2010 as document number 2010-114433 in the records of Multnomah County, Oregon. It shall be legally recorded and filed with the Recorder, County of Multnomah, Oregon.

Note: This document may be referred to as "The Declaration or "The CC&Rs.

Fairview Village Homeowners Association is a non-profit corporation organized and incorporated in 1996. To the extent its provisions do not conflict with this Declaration, the governance and operation of the Association shall conform with the Oregon Planned Community Act, ORS 94.550 through 94.785, amended from time to time. Within the Village, when there is a conflict between the Village regulations and the base Zone, overlay zone, or other regulations of the 'Fairview Development Code', the Village regulations control (per City Development Code, para. 19.110.050).

RECITALS

A. The purpose of this Declaration is to accrue to the benefit of all present and future Owners and Occupants of Fairview Village, (Phase 1). Accordingly, the Owners desire by

this Declaration, to subject their Lots to certain covenants, conditions and restrictions in order to enhance and protect their property's value, desirability, attractiveness, traditional styling and environmental characteristics.

B. The Board of Directors administers the property on behalf of the Owners of the 86 Lots located in the City of Fairview, Multnomah County, Oregon. The Lots are developed as a planned community and are defined and described as:

Lots 1-86 according to the duly filed plat of Fairview Village recorded on June 12, 1995, in Book 1229, Pages 33-37, document No. 95-68210, in the records of Multnomah County, Oregon.

C. Each Owner is a member of the Homeowners Association. As such, this Declaration serves as a means through which each Owner may take action with regard to the management of this community. Each Owner is assessed funds required to maintain, repair and improve the Fairview Common Areas. In addition, each Owner assumes the responsibility for the upkeep and maintenance of their property as provided herein.

## **ARTICLE I**

### **General Declaration**

The property described herein is and shall be held subject to this Declaration, and that the covenants, conditions, restrictions (CC&Rs), and easements set forth herein shall run with and bind each Lot (and any other division of the Lot), the Owners, Occupants, and all other persons acquiring any interest in the property or any portion thereof, and the heirs, assigns, and successors of any such persons.

## **ARTICLE II**

### **Definitions**

Unless the context shall otherwise require, the following definitions shall prevail as used in this Declaration, Exhibits, Guidelines, or any such document:

**Section 1.** 'Property' shall refer to the 86 Lots within Fairview Village (Phase 1), presently numbered 1 through 86. Property and "Lot" shall be synonymous terms.

**Section 2.** 'Residence' shall mean any part of any structure intended to be occupied by one family as a dwelling, together with an attached or detached garage (which may include an Additional Dwelling Unit) and the patios, porches, or steps of such dwelling or garage.

Dwelling and "Residence" shall be synonymous terms.

**Section 3.** 'Conservation Easement' shall mean that area designated on the recorded plat to be preserved according to Section 3.876.5 of the Fairview Village Zoning Ordinance.

**Section 4.** 'Owner' shall mean the Proprietor, whether one or more persons or entities (including, but not limited to, trusts, corporations, or partnerships), or the fee simple title to any Lot or the contract vender on any installment sale for any Lot. Those having any interest merely as security for the performance of any obligation, such as mortgagees and lien holders, shall not be considered an Owner.

**Section 5.** 'Association' shall mean the Fairview Village Homeowners Association (Phase 1) patterned in conformance to this Declaration.

**Section 6.** 'Plat' shall mean the plat recorded on the 12th day of June, 1995, in Book 1229, Pages 35-37, Document No. 95-68210, in the records of Multnomah County, Oregon.

**Section 7.** 'Planter strip' is the vegetated area between the street and sidewalk.

**Section 8.** 'Declaration' shall mean this "Declaration of Covenants, Conditions, and Restrictions (CC&R's) for Fairview Village Homeowners Association (Phase I) and any future amendments thereto.

**Section 9.** 'Improvement(s)' shall mean all undertakings (alterations, additions, removals, etc.) now or hereafter placed or constructed in, around, under or upon the Owner's property, including, without limitation: Any Residence structure, wall, paint (other than the existing colors), building, outbuilding, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stair, deck, awning, solar panel, aerial receiver, air conditioning, dog run, statue, pole, utility distribution facility, any significant landscaping changes, and any other improvement of any nature. Improvements require the approval of the Architectural Review Board.

**Section 10.** 'Board' shall mean the Board of Directors of the Association.

**Section 11.** 'Occupant' shall mean the person or persons, entity or entities (including, but not limited to, trusts, corporations or partnerships) in lawful possession of all or any portion of a Lot.

**Section 12.** 'Common Area(s)' shall mean those parcels, if any, included within the

Property that are duly designated as common areas, such as entry monuments, Village walls, structures and median strips. The Common Area(s) may be conveyed to the Association or dedicated to the Public.

**Section 13.** ‘Alley’ means a vehicular passageway providing secondary or service access to the sides or rear of a Residence.

**Section 14.** ‘Pedestrian Way’ is any off-street public accessway which is dedicated for the primary use of pedestrians and/or bicycles.

**Section 15.** ‘Riparian Area’ is a terrestrial zone influenced by animal and/or water.

**Section 16.** ‘Easement’ is a nonprofitable interest in land owned by another that entitles its holder to a specific limited use or enjoyment.

**Section 17.** "Act" is the Oregon Planned Community Act, ORS 94.550 et. seq.

**Section 18.** "Quorum" is defined as "the number of the Owners who are entitled to cast at least twenty percent (20%) of the vote and who appear in person, by mail-in, or represented by proxy at the beginning of the meeting." The affirmative majority vote of the quorum shall be the act of the Association except where a higher percentage is required by this Declaration. (E.g. Art. X)

### ARTICLE III

#### **Homeowner’s Association**

**Section 1. Formation and Authority.** The Association was formed by the Fairview Village Development Corp., as an Oregon nonprofit corporation in 1995. On August, 1998, the Developer relinquished control to the Owners. Henceforth, the Association is known as the “Fairview Village Homeowners Association (Phase 1).”

**Section 2. Membership.** Each Owner, by virtue of being an Owner of any Lot and so long as such Owner continues in that capacity, shall be a member of the Association. Each Membership in the Association shall be relative to the Owner's Lot and shall be transferable only upon transfer of the title to that Lot.

**Section 3. Owner Voting.** Each Lot shall be entitled to one vote on each matter presented at the meeting, provided, however, that there shall only be one vote per Lot

regardless of the number of Owners.

#### **ARTICLE IV**

##### **Insurance**

Insurance is now governed by the Association's Bylaws.

#### **ARTICLE V**

##### **Common Property Reserve Account**

Reserve accounts are now governed by the Association's Bylaws.

#### **ARTICLE VI**

##### **Architectural Review and Control**

**Section 1. Establishment of Architectural Review Board ('ARB').** The ARB shall be established by the Association as a committee of the Board. As such, the Association shall have the right to act through the ARB in order to:

- a. Assist and work with Owners intending to undertake an Improvement project so as to avoid any violation of this Declaration. The ARB is responsible for reviewing, approving, conditionally approving, and disapproving all plans, specifications, designs, construction, and alterations to a Property.
- b. Ensure that the conditions and restrictions applicable to preserving the architectural style and appearance of the Village are maintained. The ARB is responsible for notifying Owners, in writing, of CC&R violations.

The ARB shall attend Board Meetings and report on its activities and actions, including the status of Compliance Notices, Stop Work Orders, ARB meetings, Arbitrations, etc.

**1.2 Composition.** The ARB shall be composed of three (3) members appointed, removed, and replaced by the Board according to such criteria as the Board may deem appropriate. No member of the ARB shall receive any compensation for their services related to the Association.

**Section 2. Architectural Guidelines.** During the initial construction of Property, the

Architectural Guidelines (Exhibit A) were established by the Fairview Village Development Corp. in order to maintain the traditional planning style of the Village. Any subsequent and future modification, construction or Improvement to the Residence shall comply with these guidelines.

**2.1 ARB Approval.** No Improvement of any kind shall be commenced, erected, placed, or altered on any portion of such Lot without the prior approval of the ARB. (See ART. II, Sec.9 for the definition of Improvement). All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, setback requirements, public utility easement, construction and building codes of the City of Fairview and to other applicable restrictions of all other public authorities. In approving proposed Improvements, the ARB shall uniformly apply the aforementioned guidelines.

**2.2 Design Guidelines.** When reviewing plans for Improvements, the ARB shall ensure compliance with Association conditions and regulations. In addition, the ARB, with Board approval, shall have the authority to develop and issue design guidelines supplementing and interpreting any Architectural Guidelines (Exhibit A). If issued, the supplemental guidelines will be known as 'Home Owners Improvement Guidelines'.

**2.3 Submission of Plans.** In order to both preserve the traditional appearance of the Properties and attend to the best interest of the Owner, plans and specifications shall be Submitted to the ARB prior to undertaking any Improvement. Plans and specifications of the Improvement shall be in writing and shall consist of two (2) copies of the following documents and drawings. One copy of the plan will be returned to the Owner.

- a. Site plan drawn to scale indicating the following:
  - (1) Property lines with bearings and distances indicated on the Plat.
  - (2) All public right of way locations to center line, improvements including curb and gutter rain drain knockouts and sewer, water and storm drain lateral locations.
  - (3) Proposed building locations indicating setbacks, driveway locations, entry location of all concrete flatwork (including dimensions adequate to ascertain correctness).
  - (4) All existing trees at least 2 inches in diameter and 36 inches tall with the area of impact, indicating trees to be retained, removed, or replaced.

- (5) Existing and proposed contours; finish floor elevations for the main floor and sublevels, finish floor garage, both sides of curb cut, property corners, and driveway slope.
  - (6) Roof spout locations and pipe runs to public right of way, electric and gas meter locations, and service pipe and/or wire trench locations.
  - (7) Any other pertinent information, including decks, sprinkler plans, overhangs, dog runs, and Conservation Easement as indicated on the Plat.
- b. Residence plan drawn to scale including floor plans and building elevations and showing four (4) views, one from each side of the Residence. The Residence shall be limited to three (3) stories except where height limitations are specifically set forth herein or otherwise by law. Indicate roofing materials, siding materials and where each type of material will be used.
  - c. Landscape plan drawn to scale specifying plan material including tree plan
  - d. Sample board indicating all exterior materials and paint color and the locations where each type of material and color will be used.
  - e. Exterior lighting plan, with details of fixture type.

**2.4 Approval.** It is the ARB's responsibility to approve, conditionally approve, or deny a proposed Improvement submitted in accordance with Section 2.3 and notify the Owner in writing of its decision within fourteen (14) days after receiving the Owners plan. A decision of a majority of the ARB shall constitute a decision by that committee. Any ARB approval shall expire by limitation if construction has not commenced for a period of 180 days from the date of approval; or, once begun, if the construction does not progress substantially for a period of 90 days. Extension of any expired approval of 180 days may, if requested in writing, be granted if circumstances beyond the Owner's control prevented action from being taken. Only one extension may be granted, then a new application shall be submitted. The ARB shall keep the Board informed of any delays or extensions.

**Section 3. Construction.** Any construction or alteration of Improvements shall not be conducted before 7:30 a.m. or after 7:00 p.m.

#### **Section 4. Exterior Lighting and House Street Number.**

**4.1 Yard Lighting and House Numbers.** Any exterior area lighting should be diffused and/or installed as 'down light'. House numbers shall be visible and fit the architectural style of the Village.

**4.2 Alley Lighting.** All Residences with alley access shall have exterior area security

lighting at the rear of the lot, set back four (4) feet from the alley right of way. Such lights shall be High Pressure Sodium or fluorescent bulbs between thirty-five (35) and seventy (70) watts and shall have photoelectric controls. Where possible, the light shall be attached to the garage; otherwise lights shall be mounted on posts between 6 feet and 8 feet in height.

**Section 5. Landscaping.** Lot Owners are responsible for the maintenance and appearance of their yards and the planter strips adjacent to their Lot. Significant changes to the original landscaping plan must be approved by the ARB. The entire yard and outside areas shall be maintained in a neat and orderly condition; for example, grass regularly cut and edged; weeds, woody debris and dead vegetation removed. All Residences shall have all yards with a minimum of eighty percent (80%) vegetative cover consistent with planning styles of the early 20th century. Acceptable vegetative and non-vegetative ground cover includes: Grass, creeping plants, low bushes and shrubs and bark dust. Trees should be planted with basic consideration of their future impact on immediate neighbors. All yards fronting the street, including the planting strip, shall be irrigated. All landscaping Improvements shall be completed within sixty (60) days, unless negotiated and approved by the ARB.

**Section 6. Walls.** All stone, rock or brick walls must be approved regarding location, width, height and impact on adjoining residences. Retaining walls shall be constructed of natural stone to the maximum extent possible.

**Section 7. Fences.** All fences must be approved by the ARB prior to construction. Fence materials, color and height restrictions are included in the Architectural Guidelines.

Note: Backyard fences on Alley Lots shall be set back at least four (4) feet from the alley right of way.

**Section 8. Yard Decorations.** All fountains, wishing wells, arbors, waterfalls or any other decorations requiring construction must be approved before installation. Typical-sized (usually 24 inches and under) garden statues, birdbaths, figurines, art objects, are generally acceptable. Weather vanes that are not obtrusive or obstructive to neighbors' view are permitted.

**Section 9. Resident Paint Colors.** ARB approval is required if the color of the residence is changed from the original. The color shall be consistent with the motif and apropos to the Village and period.

## ARTICLE VII

### Use Restrictions



**Section 1. General Use; Commercial Activities Prohibited.**

1.1 Lots shall be used only for residential purposes.

1.2 Lots may be rented or leased for residential purposes.

1.3 No trade, craft, business, profession, commercial or similar activities of any kind may be conducted in any Residence or in any other portion of the Planned Community without the consent of the Board of Directors in accordance with Section 1.5 of this article. However, this section may not be construed so as to prevent or prohibit an Owner from:

- a. Maintaining Owner's professional personal library.
- b. Keeping Owner's personal business or professional records or accounts.
- c. Handling Owner's personal business or professional telephone calls.
- d. Conducting activities of an Owner relating to the rental or sale of Owner's Lot.
- e. Occasionally conferring with business or professional associates, clients, or customers in Owner's Residence.
- f. Subject to compliance with applicable local ordinances or regulations, using the Residence as a "home office" provided clients, customers and employees do not regularly visit the "home office."

1.4. An Owner may submit a written request to the Board of Directors for approval to conduct commercial activities not otherwise permitted under this section. The Board, in its sole discretion, may permit an activity only if:

- a. Clients, customers, vendors and employees do not regularly visit the Planned Community.
- b. The type of activity will not unreasonably disturb other Owners or occupants of Residences.
- c. The activity is not in violation of any law or regulation or ordinance of the local

governing body.

1.5 In accordance with Section 3 of Article III of this Declaration, the Board may adopt by resolution an application and approval procedure and rules necessary to implement this Section 1.

**Section 2. Signs.** No signs shall be visible from the street except one sign of not larger than 18 in. by 24 in. advertising the property is for sale or rent. Political signs may also be displayed without approval of the ARB; provided, however, that such signs are placed no more than sixty (60) days before the election date and removed within two (2) days after the election. The ARB reserves the right to require removal of any sign that does not comply with reasonable standards of decorum and good taste as determined by the ARB.

**Section 3. Animals.** No animals shall be kept on any Lot, except for a maximum of four dogs over one (1) year in age or a reasonable number of cats, or other household pets. The Board may further limit the number of animals permitted by this Declaration by rule or regulation. Household pets shall not be kept, bred, or maintained for any commercial purposes and shall not be a nuisance to neighbors. Pet owners shall abide by City and County ordinances. Dog runs and housing shall not be visible from the street.

**Section 4. Trash and Rubbish.** No part of any Lot and planter strip, nor any part of the Conservation Easement or Common Area shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, or any other waste. All containers or other equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition and out of public view.

**Section 5. Noxious Activity or Conditions.** No noxious or offensive activity or conditions, or anything that may be an annoyance or nuisance to the neighborhood shall be permitted.

**Section 6. Temporary Structures.** No temporary structures, tent, shack, garage, barn, or other out-building, shall be permitted on the Property except upon written agreement and approval of the ARB, except that infrequent recreational camping by Lot family members or camping for brief periods necessitated by remodeling or a disaster to the Residence. The exceptions do not need prior ARB approval.

**Section 7. Outside Storage.** All articles, including equipment and containers, stored outside shall be in areas out of public view.

**Section 8. Window Treatments.** No reflective or darkening window treatments shall be

permitted. This does not apply to period stained glass applications as approved by the ARB.

**Section 9. Recreational Facilities.** No basketball hoops, sport courts, tree houses, swimming pools or similar recreational facilities visible from the street shall be constructed or installed on any Lot without prior written approval of the ARB.

**Section 10. Vehicles.** No abandoned, disabled, partially dismantled, or unregistered vehicles shall be kept on the street, driveway, or any part of any Lot. Violations shall be reported under the Fairview Nuisance and Traffic Ordinances.

**10.1. Parking.** No vehicle, operative or inoperative, shall not be allowed on any portion of any lot that is not a driveway that was constructed with the initial residence or constructed later and approved by the ARB for that purpose. All parking surfaces shall be concrete or other hardened surface as approved by the ARB.

**10.2 Recreational Commercial Equipment.** Boats, trailers, motor homes, truck-campers, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public ways. The exception: When such vehicle is not owned by the resident Occupant, the vehicle shall be allowed to be parked in the driveway servicing a Residence or on public street adjacent thereto, for a period not to exceed forty-eight (48) hours in any thirty (30) day period. Further excepted, that such equipment may be parked on that portion of the Lot not located between the street and the front setback line, which is adequately screened and specifically designed as an additional parking pad, which has been approved by the ARB.

**10.3 Enforcement of Parking Restrictions.** The Association shall have the power and authority to enforce these parking restrictions, including, without limitation, the power and authority to impose fines, remove the offending vehicle, equipment or device, and pursue legal action. The Association shall enforce these restrictions uniformly. Removal of the offending vehicle, equipment or device shall be preceded by prior written notice to the Owner. If the violation is not corrected by the due date and time, the ARB shall arrange to tow the vehicle and assess the Owner for the cost of the removal and, in addition, assess a fine.

**Section 11. Antennas, Satellite Dishes.**

11.1 Exterior antennas, satellite receiver and transmission dishes, microwave aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation or any solar collector panels or equipment may not be erected, constructed or placed on any Lot, except in accordance with rules adopted by the Board of Directors under Section 11.2 of this article.

11.2 Subject to any regulations issued by the Federal Communications Commission (FCC) or any other applicable governmental authority or any law, the Board shall adopt by resolution rules governing the installation, safety, placement and screening of antennas, satellite receiver and transmission dishes and other communication devices described in Section 11.2 of this article. The rules may not unreasonably delay or increase the cost of installation, maintenance or use of equipment and devices described in Section 11.1 of this article or:

- a. Preclude reception of a signal or acceptable quality of transmissions; or
- b. Restrict the orientation or use of a solar energy system on the Lot in a manner that impairs the effective operation of the solar energy system.

**Section 12. Maintenance of Right of Way.** On Lots abutting a street, the Owners of such Lots shall maintain in proper condition (e.g., cutting underbrush) areas within sixty (60) feet from the street. The ARB may authorize and undertake the completion of such work if the Owner fails to do so within thirty (30) days after receiving written notice. If such work is authorized by the ARB, the Owner shall be specially assessed for the fees and costs of such work pursuant to this Declaration.

**Section 13. Drainage.** Changes that could alter the natural drainage of the Lot shall require ARB approval. Retaining walls, fencing and landscaping should be designed to maintain natural existing drainage patterns.

**Section 14. Holiday Decorations.** Holiday lighting and decorations shall be removed no later than fifteen (15) days of the passing holiday to which they pertain.

**Section 15. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements no structure or planting or other material shall be placed or be permitted to remain which may change the direction or flow of drainage channels in the easement. The easement area of each lot and improvements in it shall be maintained continuously by the Owner except for improvements for which a public authority or utility company is responsible.

## ARTICLE VIII

### Assessments

**Section 1. Generally.** The Association shall have the authority to levy and each Owner

shall pay when due to the Association its share of: (a) the Annual Assessment; and (b) any other Special Assessments that may be levied. The Annual and Special Assessments levied by the Association shall be for the sole purpose of administering and enforcing the Declaration. Each Owner's share shall be one-eighty sixth (1/86) of the total assessment levied. Each Owner shall pay any such assessment within thirty (30) days after the date of billing. Annual and Special Assessments, together with interest at 12 percent (12%) per annum, costs and reasonable attorney fees, shall be a personal obligation of the Owner and a continuing lien on the Owner's Lot (Assessment Lien). Assessment Liens shall be and remain subordinate to the lien of any first priority lien created by a mortgage or trust deed. For purposes of this Article, if there is more than one Owner of any Lot, such Owners shall together be considered a single Owner with respect to such Lot.

**Section 2. Approval of Assessments.** Except as otherwise provided by Section 4 below, the amount of the Annual and all Special Assessments shall be recommended by the Board to the Owners. Approval for adoption shall require the affirmative majority vote of the quorum.

**Exception:** The Board may fix, without Owner approval, the Annual Assessment at any amount not to exceed \$180 a year (\$15.00 per month) per Lot, plus a three percent (3%) increase in any one given year after 2003.

**Section 3. Annual Assessments.** Annual Assessments shall pay for all expenses associated with the Association's performance of its obligations under this Declaration, including: property taxes, insurance, maintenance, newspaper, postage, administrative and other expenses incurred with respect to entrance monument and related landscaping. The Association shall bill each Owner on an annual, quarterly, or monthly basis as the Board in its discretion may determine. The Annual Assessment for each of the Lots in the Association shall be recorded and maintained by the Treasurer. Failure to record the assessment shall in no manner invalidate the assessment.

**Section 4. Special Assessments.** The Board may levy Special Assessments to enforce compliance of this Declaration, such as: fines, reimbursement of expenses, attorney fees, etc. (See Art. 1X, Sec. 3: Fines).

### **Section 5. Enforcement of Assessments.**

**5.1 Generally.** The Association shall have the authority to assess reasonable late charges and interest at the rate of twelve percent (12%) per annum on any past due Annual or Special Assessments. The Association shall also have the authority to file and foreclose on Assessment Liens for Annual and Special Assessments including interest or late charges thereon. Each assessment or charge levied pursuant to the provisions of this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment is charged or levied. Any sale,

transfer or conveyance of the Lot shall neither release nor discharge such personal liability. The Association shall have the authority to proceed personally against an Owner if it cannot otherwise collect on any such assessment or charge levied.

**5.2 Foreclosure of Assessment Lien.** The Association may initiate an action to foreclose its Assessment Lien in any manner provided by law or equity. In any action to foreclose an Assessment Lien against any Lot for nonpayment or delinquency, any judgment rendered against the Owner of such Lot in favor of the Association shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, both at trial, on appeal and on review and, in addition, to taxable costs permitted by law, such amount shall be added to the indebtedness of the Owner and shall be secured by the Assessment Lien related thereto.

## ARTICLE IX

### **Enforcement**

**Section 1. Remedies Cumulative.** The remedies provided herein are cumulative, and the Association, the Board, or the ARB, as the case may be, may pursue them separately or concurrently. Any Owner may pursue any other remedies that may be available under Law or in equity although not expressed herein. Failure to exercise any such remedy shall not be deemed a waiver of such remedy or of any other remedy.

**Section 2. Right of Entry.** The ARB and Board shall have the right to enter upon any Lot for purposes related to the enforcement of this Declaration. In addition, the Association shall have the right to contract with such agents or independent contractors deemed necessary. Such parties shall have the same right of access as does the Association.

Note: Prior to entering any Lot, the Owner and/or Occupant must be notified, either in person or by Written notice, as to why and when entry is requested. To the maximum extent possible, the date and time of entry shall be arranged so that the Owner/Occupant is present.

**Section 3. Fines.** The Board and the Board acting through the ARB shall have the authority to levy reasonable fines against an Owner if the Owner fails to remedy a violation of the Declaration. Written notice and an opportunity to be heard shall be provided to the Owner prior to levy of a fine. Any such fines shall be levied as Special Assessments against the Owner.

**Section 4. CC&R Compliance.** If any condition exists that, in the opinion of the majority of the ARB, is a violation of this Declaration and must be remedied, the ARB shall

issue a notice informing the Owner of the condition, the requested corrective action and due date for the action. This notification is called the "Compliance Notice". If the Owner does not take corrective measures by the suspense date, the ARB will notify the Board as to what the conditions and/or circumstances are and what action the ARB will take. If the Owner continues to disregard the Compliance Notice and does not request an ARB Meeting (See 4.1) or Arbitration (See 4.2) in a timely manner, the ARB shall have the right to perform or authorize performance of the work specified in the Compliance Notice. The cost of the work shall be assessed to the Owner in the manner provided in this Declaration. In the event that prior ARB approval for any Improvement was never obtained, the ARB may issue a notice requiring immediate cessation of any unapproved construction or alteration ('Stop Work Order'). If a Stop Work Order is issued, the Owner shall comply in a timely manner, or request a meeting with the ARB, or submit the matter to final and binding arbitration. In all cases, no work is to continue until the issue is resolved between the Owner and ARB. The ARB shall submit copies the Compliance Notices and Stop Work Orders to the Board and keep the Board informed of the current Status.

**4.1 ARB Meeting.** The Meeting before the ARB shall be an informal meeting to allow the Owner to discuss the action of the ARB. If the Owner chooses to request a Meeting, the Owner shall notify the ARB of its intention to meet within five (5) days after the Compliance Notice was given. Such a Meeting may be held in person or as a telephone conversation. The ARB shall have the authority to reduce or waive any fine imposed or modify any corrective action requested if the Owner demonstrates that he or she is otherwise in compliance or demonstrates mitigating circumstances that, in the ARB's reasonable discretion, so warrant reduction or modification. The ARB shall keep the Board informed of the results of the Meeting.

**4.2 Arbitration.** If the Owner chooses to submit the matter to arbitration, the Owner shall notify the Board of the intention to arbitrate within ten (10) days after the Compliance Notice was given. Arbitration initiated pursuant to this Section 4.2 shall be before three (3) arbitrators each of whom shall be an architect that specializes in residential design. Each party shall submit its position to the arbitrators, and the jurisdiction of the arbitrators shall be limited to selecting one of the positions as the prevailing position. The losing party shall pay to the prevailing party its reasonable costs and fees incurred in any such arbitration. The arbitration shall be in accordance with the rules of the Multnomah County Circuit Court arbitration program except as otherwise stated herein. By purchasing a Lot subject to this Declaration, the Owner agrees to pay all fees and costs of the arbitration if the Owner loses.

## ARTICLE X

### **General Provisions**

**Section 1. Non-Waiver.** The Association or any Owner shall have the right to legally or equitably enforce all, conditions, covenants, restrictions now or hereafter imposed pursuant

to this Declaration. Failure by the Association or any Owner to enforce any condition, covenant or restriction contained in this Declaration shall not be deemed to constitute a waiver of the right to do so.

**Section 2. Severability.** Invalidation of any of these CC&RS shall in no way affect any other provisions that remain in effect.

**Section 3. Amendment to CC&Rs.** This Declaration may be amended from time to time by the affirmative, three-fourth (3/4) majority vote of a quorum; e.g., Owner entitled to vote who appear in person, by mail-in, or presented by proxy. The vote of the quorum shall be the act of the Association. However, Article VI, Section 2 may not be amended or modified except by an affirmative vote of three fourth (3/4) of Lot Owners.

Note: Amendments to this Declaration must be properly witnessed and filed by the Recorder, County of Multnomah.

3.1 Subject to Sections 3.2 and 3.3 of this article, this Declaration perpetually runs with the land and is and remains in full force and effect at all times with respect to all property in the Plat and the Owners.

3.2 This Declaration may be terminated with the approval of Owners of not less than sixty-five (65) Lots.

3.3 A termination of this Declaration is not effective until an instrument entitled termination of declaration of covenants, conditions and restrictions is:

(a) Executed and acknowledged by the president and secretary of the Association;

(b) Certified by the president and secretary of the Association as being adopted in accordance with this section and any applicable provisions of the Oregon Planned Community Act; and

(c) Recorded in the office of the recording officer of Multnomah County, Oregon.

**Section 4. No Right of Reversion.** Nothing in this Declaration, or in any form of deed which may be used by the Association, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in the Association any right of reversion for breach or violation of any one or more of the provisions hereof.



**Section 5. Assignment of Rights.** Any or all rights, powers and reservations of the Association may be assigned to any other organized corporation or association that will assume the duties of the Association. Any such corporation or association which has agreed in writing to accept and assume such assignment, shall have the same rights, powers, obligations and duties intrinsic to the Association. Any such assignment shall not be valid unless approved by a majority of the Board.

**Section 6. Notices To Owners.** Any notices required to be given to an Owner shall be in writing and shall be given personally or by mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Owner. If given by mail, such notice shall be deemed to be given on the date three (3) business days following the date of placing said notice in the mail.

**Section 7. Attorney Fees.** In any legal proceeding involving the enforcement of any provision of this Declaration or an interpretation of the rights and liabilities of the Association, the losing party or parties shall pay the attorney fees and other reasonable costs of litigation to the prevailing party or parties, including expert witness fees and costs of depositions, both at trial, on appeal and on review, in such reasonable amount as shall be fixed by the court before which the matter is heard.

**Section 8. Superseding Declaration.** This Declaration shall supersede all prior Declarations and any Amendments thereto. No terms or provisions of the Architectural Guidelines applicable to Fairview Village (Phase 1) shall be deemed invalid by this Declaration.

**ATTACHMENTS:**

1. Exhibit A, Architectural Guidelines.

**\*\*\*End of the Declaration\*\*\***

ASSESSMENT: FAIRVIEW VILLAGE HOMEOWNERS ASSOCIATION (PHASE 1):

On the 28<sup>th</sup> day of October, 2018, pursuant to the terms of this Declaration, the Fairview Village Homeowners Association (Phase 1) imposed an Annual Assessment upon the Lots within the Association.

The property subject to the Assessment is as follows:

Lots 1-86 according to the duly filed plat of Fairview Village, recorded on June 12, 1995, in Book 1229, Pages 33-37, Document No. 95-68210, in the records of Multnomah County, Oregon.

Each Lot is required to pay a total Annual Assessment in the amount of \$200.00; due in one payment on 1st day of March in the current year.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15<sup>th</sup> day of February, 2019:

By: 

Brian Sonnier, President, Board of Directors

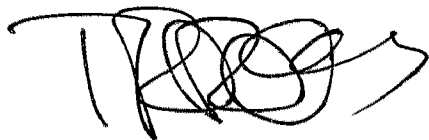
STATE OF OREGON)

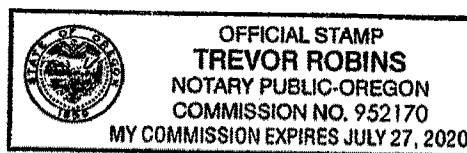
) SS

County of Multnomah)

On this 15th day of February, 2019, before me appeared Brian Sonnier, to me personally known, and did duly swear and say that he is the President of the Fairview Village Homeowners Association (Phase 1), and that the foregoing instrument was signed on behalf of said entity, and he acknowledged that such was his free act and deed.

Notary Public of Oregon:





My commission expires: July 27, 2020

AFTER RECORDING, RETURN TO:

Fairview Village Homeowners Association

c/o Jeff Dennerline

1280 NE Multnomah Drive

Fairview, OR 97024

## Exhibit "A"

### ARCHITECTURAL GUIDLINES

	BUILDING WALLS	BUILDING ELEMENTS	ROOFS & GUTTERS	WINDOWS & DOORS	GARDEN WALLS & FENCES
<b>MASONRY</b>	1 Building walls may be clad in clapboard, 4" to 6" exposed to weather or other material of high quality nature by the ARB.	1 Porches and balconies involving posts, columns or balustrades shall be made of wood, fiberglass, masonry, or cast elements.	1 Roofs of residential buildings shall be made of cedar shingles, or composition shingles. (Archxxx Series 80 equal or better quality. Pabco Horizon 25 year is permitted).	1 Windows shall be made of wood, white vinyl, or white vinyl clad wood (or color approved by the ARB).	1 Garden walls that face the street shall be made of brick (to match the walls of the principal building) or stucco, or stone. Brick garden walls may be combined with iron or steel railings and gates, or wood spindle fences and gates.
	2 Building walls may be clad in smooth cut cedar shingles, 8" maximum exposed to the weather.	2 Stoops shall be made of brick, stone, or poured concrete.	2 Gutter and downspouts shall be built of painted galvanized steel, aluminum or comparable material.	2 Glass shall be made clear and colorless. Grids were xxx, as approved, for use in windows.	2 Fences may be made of wood picket, wood lattice or wood boards and must be painted.
	3 Building walls may be clad in brick.	3 Decks shall be built of cedar, redwood, or prime deck. Vertical hand-railing elements shall be painted or stained cedar and redwood must be finished natural (except for the floor and treads).	3 Soffits at porches and covered decks may be finished with rough grain T1-11 plywood provided it has no groves or vertical elements.	3 Solartubes may be of tinted glass when not easily visable from nearby streets.	3 Fences may be built of steel or wrought iron.
	4 Interior ground floor ceilings shall be a minimum of 9 feet in height.	4 Front or side exterior chimneys shall be made of brick, stone, stucco, or other if consistent with the period style and approved by the ARB.		4 Exterior doors shall be made of painted wood, fiberglass or metal.	4 Retaining walls shall be brick or stone at all front yards and side yards facing a street or sidewalk. Retaining walls not visible from the nearby streets shall be of brick, stone, concrete, or wood.
	5 Building walls may be finished in stucco with smooth to medium floated finish (sample board must be submitted to ARB).	5 Direct vents shall be no larger than 12"x12"x12" and are only permitted on side or rear walls. All vents shall be painted to match the siding of the house and disguised when possible.		5 Shutters shall be made of wood or vinyl.	
	6 Foundation walls, when exposed more than 12" must have a finished masonry surface.			6 Garage doors shall be built of wood, embossed hardboard, fiberglass, or metal.	
	7 Some masonry detail is required on all homes.				
<b>SPICES</b>	1 Clapboards or shingles shall be butt-jointed or flush trimmed against wood, cornerboards, 2"x4" to 6" nominal. 5/4 cornerboards may be used. Clapboards or shingles shall be butt-jointed or flush trimmed against with 1/2" cedar bevel siding. Joints shall be sealed with 25-year paintable caulk. Shingles may "wrap" the corners with a corrosion resistant metal corner (available through siding suppliers).	1 Brick piers and arches shall be no less than 8" in thickness	1 Roof shall be simple and symmetrical gable of hip type. The pitch of the roof shall be between 4:12 and 12:12.	1 Windows shall be square or vertical in proportion. Additionally, windows may be circular, semicircular, hexagonal or octagonal.	1 Wood fences shall be of the spindle, picket or board type, with the pattern approved by the ARB. Wood fences that face the street shall be painted white.
	2 Building wall so wood or hardboard shall have all openings trimmed in wood boards, 2"-6" nominal width.	2 Wood posts shall be no less than 5-1/2" x 5-1/2" and chamfered.	2 Dormers shall be roofed in a symmetrical gable, hip, or shed configuration.	2 Windows shall be fixed, single, double hung, awning or casement type.	2 It is encouraged that wood fences along streets and paths on neighboring lots be of different designs.
	3 Brick coorsing shall be placed in classic styles only (such as Running, English, or Flemming Bond). Mortar joints shall be flush or struck, not greater than 1/2" in height.	3 Balusters shall be no more than 4" on center.	3 Flat roofs are permitted only when they are occupiable and accessible from an interior room and must be edged by a rail or parapet.	3 Bay windows on street facades shall extend to the ground or be visually supported on brackets.	3 Fences and walls at street and paths shall be between 30" and 48" in height. Fences and walls at side and rear property lines shall be between 30" and 60" in height.
	4 Brick used only on the façade must return to an inside corner on the side façade or be approved by the ARB.	4 Porch and loggia openings shall be square of vertical in proportion.	4 Skylights (flat plate only), solar panels, furnace vents, xxxxx or other roof protrutions, except for plumbing vents, shall not be placed on a roof facing a street.	4 Total rough window openings on the front façade shall not exceed 40% of the toal surface area.	4 Driveways connecting to the street shall be no wider than 12" at the property line.
	5 Foundation walls of poured concrete which face a street that are exposed more than 12" above the ground shall be finished in masonry surface.	5 Stone inters and sill shall extend horizontally beyond the window opening a dimension equal in the height of the lintel. Brick solder lintels shall extend a minimum of one brick beyond the opening.	5 Gutters shall have K-style or half-round profile, and fascia style.	5 Grouped windows on the front façade must be seperated by a minimum 4" wide post. Areas between grouped windows, including those in bays, shall be finished with flush wood or MDO boards.	5 Fences built of steel or wrought iron shall be painted black (other colors must be approved by the ARB).
		6 The undercoat of wood decks and porches visible from the street shall be covered with wood lattice or white plastic lattice.	6 Downspouts shall be rectangular or round in profile.	6 Garage doors accessible from the street shall be no wider than 10 feet.	6 Brick and stucco walls shall be no less than 8" wide and capped by a cast stone or brick coping with an overhand no less than 1/2 on each side.
		7 Chimenys shall be no less than 20" x 24" in plan.	7 All mechanical roof penetrations (except copper) shall be painted to match the color of the roof.	7 Each shutter shall be sized to match one-half the window or door opening.	

Definitions:  
Masonry construction made from fired brick, stone, tile synthetic and conventional stucco, stucco veneered lumber products and concrete products and treatments, pavers, poure, stacked or cast in place concrete.

\*\*\*Any alteration to these architectural standards is subject to approval by the ARB