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Southview Homeowners Association
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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

OF

THE SOUTHVIEW HOMEOWNERS ASSOCIATION

SOUTHVIEW PUD

All Covenants, Conditions and Restrictions

Adopted prior to the date of

This Amended and Restated Declaration of Covenants and Restrictions

Are hereby rescinded

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of the Southview Homeowners Association, a non-profit corporation organized under the laws of the State of Oregon, dated as of December 15, 2007, amends and restates the Declaration of Covenants and Restrictions of the Southview Homeowners Association, recorded on October 6, 1983 as Document Number 8335961 and re-recorded on October 19, 1983 as Document Number 8338818, as from time to time amended, including amendments dated October 2, 1987 and recorded as Document Number 8744082, January 10, 1995 and recorded as Document Number 9501473, January 18, 1995 and recorded as Document Number 9503448, September 8, 1998 and recorded as Document Number 9871369, and May 21, 1999 and recorded as Document Number 99045787 (the "Declaration") and a Re-statement recorded as Document 2008-007333 on February 11, 2008, and an amendment as Document 2019023256 on June 12, 2019.

WHEREAS, the Southview Homeowners Association desires to restate the Declaration, in accordance with the provisions of ORS 94.572, 94.590 and 94.580; and which Restatement will include the Resolution of the Board of Directors as of February 25, 2020, to include the amendment 2019-023256 recorded on June 12, 2019.

- Whereas, on May 24th, 2019 the Members of the Southview Homeowners Association voted to approve an amendment to the CC&R's subsequently recorded at Lane County as amendment 2019-023256 on June 12, 2019, and
- Whereas the CC&Rs of the SVHOA in Article 10.4 require that amendment to be incorporated into Restated CC&R's, now therefore,
- Be it Resolved that the President shall restate the CC&R's to incorporate the amendment recorded as 2019-023256 on June 12, 2019 and have that restated document recorded by Lane County.

NOW THEREFORE, the Declaration is hereby restated to read in its entirety as follows.

ARTICLE I DEFINITIONS

Section 1.1 The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

"Allocated Votes" shall mean those votes allocated to the Lots as provided in Section 3.2 (a).

"Association" shall mean and refer to The Southview Homeowners Association, an Oregon nonprofit corporation organized under the provisions of Oregon Ch. 65 and in accordance with the provisions of ORS 94.625, and a Class I planned community subject to the provisions of ORS 94.550 and 94.783.

"Bylaws" shall mean those Amended and Restated Bylaws of the Association, dated as of December 15, 2007.

"Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties and any personal property owned by the Association, including, but not limited to, any domestic water supply system owned or operated by the Association for the benefit of the Properties.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties.

"Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 3.1.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"The Properties" shall mean and refer to all Existing Property, as defined in Section 2.1 as the Property subject to this Declaration, and any and all additions to the Existing Property which shall be subject to this Declaration.

"Votes Entitled to be Cast" shall mean a whole number equal to (i) the Allocated Votes less (ii) the number of votes, as certified by the Treasurer, representing any Lot or Lots for which any assessment or special assessment that is unpaid on the date due and remains unpaid pursuant to Section 3.2 (b), as of the record date set for that vote.

ARTICLE II PROPERTY SUBJECT TO TIDS DECLARATION

Section 2.1 The Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration include the Existing Property and any and all additions to the Existing Properties. The "Existing Property" shall mean that real property located in Lane County, Oregon, and more particularly described as follows: The Southview Subdivision in its entirety as platted and recorded October 6, 1983 in File 73, Slide 553-555 in Document Number 83518898, and as further reflected in Document Number 9055288 recorded November 16, 1990, Document Number 01036897 recorded June 18, 2001 and Document Number 2005-028129 recorded April 20, 2005, in the Lane County Plat Records, in Lane County, Oregon.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Membership. Every person who or entity which is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person who or entity which holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 3.2 Voting Rights.

(a) Subject to the provisions of Section 3.2(b), there shall be allocated one (1) vote for each Lot, for a total of thirty-two votes allocated to the Lots (the "Allocated Votes").. When more than one (1) Owner owns an interest in any Lot, all such Owners shall be Members, and the vote for such Lot shall be exercised among such Members as

such Members themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

(b) The right of any Member to vote shall be suspended for the duration of any period when any annual assessment or special assessment relating to the Lot being voted is not paid on the date due and remains unpaid after the date due.

(c) Except as specifically required by law, the Association shall not have class voting for any purpose.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 General Easement. All conveyances of land in the Properties shall be subject to these covenants and restrictions whether or not the same are expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same is declared therein, to each Owner a mutual and reciprocal easement and right of use (but not a right of exclusive possession) in and to all of the Common Properties, including without limitation an easement through Common Property for access to the Owner's Lot, and for use of the Common Property consistent with and subject to this Declaration.

Said easement shall be for the benefit of all present and future Owners of the Properties and their tenants and guests. Said easement and right of use, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easement without unduly infringing upon the privacy of the Owner or occupant of any part of the Properties. An easement over, upon and across all parts of the Properties is granted and reserved to the Association, its successors and assigns to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the Properties and the Living Units thereon.

Section 4.2 Extent of Members' Easements. The easement and right of use created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles, the Bylaws and this Declaration, to suspend the right of use of any Member or Owner (including (i) the right to vote on any issue and (ii) the right to receive any services, including the provision of water (to the extent allowed by law), from the Association) for the duration of any period during which any assessment or special assessment is not paid on the date due and remains unpaid after the date due;

(b) The right of the Association to charge reasonable fees for the use of the Common Properties and for services provided by the Association, including, but not limited to, reasonable fees for the use of water or for the operation or maintenance of any domestic water supply system owned or operated by the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication or transfer is approved by the affirmative vote of eighty percent (80%) of the Votes Entitled to be Cast, and unless written notice of the proposed dedication or transfer is sent to every Member at least ninety (90) days in advance of any vote on the action proposed to be taken; and

(d) Without the prior written consent of the Board of Directors, no Member shall maintain or store any personal property on any portion of the Common Properties, except for the temporary parking of passenger vehicles or pick-up trucks, or construction vehicles or equipment used in the course of construction during normal construction hours, on the paved portions of the Common Properties.

Section 4.3 Grant of Specific Easements in Common Properties.

(a) The Association may, in its discretion, grant one or more Owners easements in and over any portion of the Common Properties for specific, limited purposes deemed by the Association necessary and reasonable (for example, to provide for a secondary septic field). In determining the grant of such easement, the Association may consider i) the necessity or convenience to the Owner seeking the easement, ii) alternatives available to such Owner, and iii) the extent to which the grant of such easement would impair or detract from the enjoyment of the Common Properties by the other Owners.

(b) The Association may, in its discretion, grant one or more easements, licenses or consents upon, across, over and under the Common Properties for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems (whether or not provided by regulated public utilities or common carriers), including, but not limited to water, sewer, gas, telephone, cable television and internet service.

Section 4.4 View Easement.

(a) The provisions of that certain memorandum of understanding regarding view lines, view easements and responsibilities of the Architectural Control Committee are hereby incorporated by reference and made a part of this Declaration as Exhibit "A".

(b) Each and every instrument conveying land in the Properties shall be deemed to grant and reserve, whether or not the same is declared therein, a mutual, perpetual and reciprocal easement over and across all portions of the Properties, except those portions thereof actually occupied by any building now or hereafter located upon the Properties, for the purpose of creating or preserving a reasonable ocean view from any portion of any Living Unit now or hereafter located upon the Properties.

ARTICLE V ASSESSMENTS

Section 5.1 Personal Obligation for the Payment of Assessments; Lien to Secure Payment. The Owner of any Lot, by acceptance of a deed for such Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments; and (2) special assessments for capital improvements or replacements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with late fees, if any, interest on each such assessments and late fees and any costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment and late fees, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner or Owners of such Lot as of the date on which the annual or special assessment becomes due and payable.

The obligation of any Owner for the payment of assessments shall not be waived or otherwise avoided by virtue of any non-use of the Common Properties by the Owner and/or the abandonment of any Lot by the Owner.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Properties and their tenants and guests, and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Living Units and other structures situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon, repair, replacement, and additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, and the maintenance, operation or improvement of any domestic water supply system owned or operated by the Association for the benefit of the Properties and, from time to time, the increasing of reserves for anticipated future expenses, all of the foregoing hereinafter referred to as "Association Expenses".

Section 5.3 Annual Assessments

a) Prior to the annual **Members'** meeting each year, the Board of Directors shall make and approve a budget setting forth the estimated Association Expenses for the "Assessment Year", commencing May 1 of that year and ending the following April 30, together with any and all amounts required in the Assessment Year to fund the reserve account under Article VI. This budget shall be presented at or prior to the annual Members' meeting but shall not require approval by the Members.

b) After adoption of a budget, and not later than thirty (30) days in advance of each annual assessment, the Board of Directors shall determine and levy an assessment upon each Lot in an amount necessary to meet the budget for the Assessment Year, and provide written notice of the annual assessment to all Members. The Board of Directors' proposed assessment shall be the actual assessment for the Assessment Year unless it exceeds the sum of (1) the assessment amount for the most recent annual assessment,

plus (2) an amount equal to the lesser of (a) the percentage increase (if any) in the CPI for the immediately preceding calendar year or (b) five percent (5%), in which case the amount of the assessment shall be submitted to the Members for approval as provided in Section 5.5. For these purposes, "CPI" shall mean Consumer Price Index - All Urban Consumers (Current Series) as announced from time to time by the U.S. Department of Labor Bureau of Labor Statistics."

Section 5.4 Special Assessments. In addition to the annual assessments authorized by Section 5.3, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction of any new capital improvement, or the cost of reconstruction, unexpected repair or replacement of existing capital improvements, upon the Common Properties, including the necessary :fixtures and personal property related thereto, provided that any such assessment shall be approved by the affirmative vote of two-thirds (2/3rds) of all votes cast, in person or by absentee ballot, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of such meeting and which written notice shall specify that the purpose of the meeting will include consideration of the levy of a special assessment.

Section 5.5 Change In Annual Assessments. Any proposed annual assessment which increases the amount of the immediately preceding annual assessment by an amount greater than the lesser of (a) the percentage increase (if any) in the CPI for the immediately preceding calendar year or (b) five percent (5%) shall be established by the Association only if approved by the affirmative vote of two-thirds (2/3rds) of all votes cast, in person or by absentee ballot, at the annual meeting, or at any other meeting duly called for the purpose of modifying the assessments, written notice of which shall be sent to all Members not less than thirty (30) nor more than fifty (50) days in advance of such meeting and which written notice shall specify that the purpose of the meeting will include consideration of an increase of the annual assessment.

Section 5.6 Quorum For Any Action Authorized Under Sections 5.4. And 5.5. The quorum required for any action authorized by Section 5.5 hereof shall be the presence (in person or by absentee ballot) at the annual meeting, or any other meeting called in accordance with Section 5.5 of at least sixty percent (60%) of the Votes Entitled to be Cast. If the required quorum is not present at the annual meeting, or any other meeting called in accordance with Section 5.5, another meeting may be called, subject to the notice requirements set forth in Section 5.5, and the required quorum at such subsequent meeting shall be the presence (in person or by absentee ballot) of at least thirty percent (30%) of all the Votes Entitled to be Cast, provided that no such subsequent meeting shall be held more than sixty (60) days following the annual meeting.

The quorum required for any action authorized by Section 5.4 shall be the presence (in person or by absentee ballot) at the meeting called in accordance with Section 5.4 of sixty percent (60%) of the Votes Entitled to be Cast. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 Due Date for Assessments. The annual assessments levied under Section 5.3 shall be due and payable on May 1 of each year.

Any special assessment levied under Section 5.4 shall be due and payable on the date fixed in the resolution authorizing such assessment; if not so fixed, it shall be due and payable on the date sixty (60) days after the date such resolution is approved pursuant to Section 5.4.

All assessments, whether annual or special, shall be apportioned equally to all Lots within the Properties and no portion thereof shall be apportioned to the Common Properties.

Section 5.8 Duties of the Board of Directors. The Board of Directors shall prepare the budget for the Association as set forth in Section 5.3, and shall determine the assessment for estimated Association Expenses and assessments for reserves, for the upcoming Assessment Year.

The Board of Directors shall, within a reasonable period of time after each annual meeting of the Association, prepare a roster of the Lots and assessments applicable thereto which shall be kept in a place acceptable to the Directors and shall be open to inspection by any Owner. Written notice of the amount of the assessment shall be sent to each Owner subject thereto within a reasonable period of time after the same is fixed or determined by the Association in accordance with Section 5.3, and in any event at least thirty (30) days in advance of the due date for such assessment.

The Association shall, within ten (10) business days of receipt of a written request from an Owner, furnish to any Owner liable for any assessment a certificate in writing signed by the treasurer of the Association, setting forth whether such assessment has been paid.

Section 5.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be delinquent and constitute a lien on the Lot on which it is fixed. If the assessment is not paid on the date due, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum and late fees at a rate to be established by resolution from time to time by the Board of Directors. The aggregate amount of the assessment, together with interest, late fees, costs, expenses, and attorney fees (whether or not a lawsuit is filed) incurred in enforcing collection of the unpaid assessment shall constitute a recorded lien on the Lot with respect to which it is fixed, including any improvement thereon, from the date the notice of delinquency thereof is filed in the Lane County Deeds and Records or other appropriate recording office, until the amounts due have been paid or released as herein provided. A lien may be enforced by the Association in the manner provided by law with respect to the liens upon real property. The Owner of the Lot at the time any assessment becomes due shall be personally liable for the resulting expenses, costs, disbursements, expert witness fees, and attorney's fees, which shall also be secured by the lien (whether or not a lawsuit is filed, including additional attorney's fees incurred on appeal. The Owner at the time the assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure sale.

Section 5.10 Subordination of the Lien to Taxes and Mortgages. The lien of the assessments provided for herein shall be prior to any homestead exemption applicable to, and all other liens or encumbrances upon, the Lot except (a) tax and assessment liens; and (b) a first mortgage or trust deed of record.

Section 5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Oregon, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot shall be exempt from the assessments, charges or liens created herein.

ARTICLE VI RESERVES

Section 6.1 Establishment of Reserve Account. A reserve account may be established in the name of the Association. The Association is responsible for administering the reserve account and for making periodic payments into the reserve account.

Section 6.2 Reserve Study. The Board of Directors shall use its best efforts to 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 as indicated by the study or update; and b) provide for other reserve items that the Board of Directors, in its discretion, may deem appropriate. The reserve study may include:

(a) Identification of all items for which reserves are required to be established;

(b) An estimation of the remaining useful life of each item as of the date of the reserve study;

(c) An estimation of the cost of maintenance, repair or replacement of each item at the end of its useful life; and

(d) The establishment of a 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

Section 6.3 Use of Reserves. Borrowing. The reserve account may be used only for the purposes for which reserves have been established and is to be kept separate from other funds, provided, however, that if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds from the reserve account, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

Section 6.4 Reserves Not Refundable. Assessments paid into the reserve account are the property of the Association and are not refundable to Owners of Lots.

Section 6.5 Applicability of ORS 94.595. Nothing in this Article VI shall be deemed or construed to subject the Association to the provisions of ORS 94.595 (1)-(5), including without limitation the reserve study provisions of ORS 94.595 (3), to which the Association is exempt pursuant to ORS 94.572. The Association may elect at any time to make the reserve account and the reserve study requirements mandatory by complying with the provisions of ORS 94.595 (3).

ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1 Review. No building, fence, wall or other structure shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration of any existing Living Unit be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by an Architectural Control Committee (ACC) appointed by the Board of Directors, as provided in the Bylaws.

The ACC shall hold a formal meeting to consider all plans and specifications submitted by the Owner. The meeting of the ACC shall be held no later than fourteen (14) days after submission of said plans and specifications, and the Owner shall have the right to attend the ACC meeting and to make a presentation of their plans or specifications to the ACC. Such meetings shall be open to all **Members**. The ACC shall set the time, day and place of the meeting of the ACC, and notice of the meeting shall be delivered to the Owner and all Members not less than seventy-two (72) hours before the time set for the meeting, either personally or by electronic mail.

The ACC shall consider such plans and specifications with regard to the type and style of the structure, the quality and use of materials, the exterior design, the location of the structure upon the Lot, the proposed finished grades, the harmony of external design and location in relation to surrounding structures and topography, and the unique climatological and topographic elements of the Properties. No building may have finished exterior walls of masonry blocks (except on the foundation only) or tar paper siding. The colors of the siding and roof material are subject to approval by the ACC, which approval shall not be unreasonably withheld.

The ACC shall issue in writing its approval or disapproval within seven (7) days of the date of the meeting at which the ACC considered the plans and/or specifications. To maintain the natural beauty of the Properties, no Lot shall be cleared of natural growth or vegetation until plans for construction have been approved by the ACC. In the event the ACC fails to approve or disapprove any plans and/or specifications within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change **has** been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The ACC may condition its approval of plans and/or specifications on the execution of a Construction

Agreement setting forth the timing of all construction and the manner in which any contractor or subcontractor may operate on the Properties. The ACC shall maintain minutes of the meeting of the ACC, and such minutes, together with the written approval or disapproval of the ACC, shall be submitted to the Secretary of the Association for authentication pursuant to the Bylaws of the Association.

To ensure that approved designs and construction are built in a timely manner, actual construction of approved plans shall commence no later than twenty four (24) months from the date of approval. Failure to begin construction within that twenty four (24) month period will necessitate a re-submission of the plans for a new approval by the ACC, which approval shall not be unreasonably withheld. "Commence actual construction" shall mean the date that footings are poured for the dwelling. Once construction **has** begun on any Lot, construction shall be ongoing and continuous until the new construction, addition, alteration or change subject to the ACC approved plans has been completed.

The Association has the right, but not the obligation, to hire an architectural advisor to assist and advise the ACC in their review of the proposed design and location of any structure. The Association, in the Association's sole discretion, may make any such architectural advisor available to assist and advise the person seeking approval. If the proposed structure is to be constructed upon the Common Properties, the cost of such architectural advisor shall be paid by the Association. If the proposed structure is to be constructed upon a Lot or Living Unit, the cost of such architectural advisor shall be assessed against such Lot or Living Unit and shall be immediately due and payable by the Owner(s) seeking approval, and such payment shall be a condition precedent to approval of the design and location of the proposed structure.

In the event of damage or destruction of any improvements on a LOT, the owner shall have the right, in his or her discretion, to repair or restore the improvement to the condition and exterior visual integrity to which the improvement existed prior to such damage or destruction, without additional approval by the ACC.

The previous provisions of this section apply only to construction of new homes, construction of "significant detached buildings," or "significant alterations" of existing Living Units upon the Properties. By way of example, "significant alterations" include modifications, alterations, or changes to the exterior of the Living Units requiring structural or exterior construction. A "significant detached building" includes a garage, workshop, building with additional living area, or similar outbuilding. For any other change or alterations to a previously approved design, color, texture, material or any other exterior changes to existing structures (including painting and re-roofing) or additional improvement to Lots including, but not limited to, patio construction, or a deck not exceeding two feet above ground level, fence installation, driveway paving/installation or modification, hedge planting or installation of other detached structures that are smaller than 5 feet in height and 72 square feet, Owners may make no changes or alterations without prior ACC approval and in accordance with ACC procedures. By resolution, the Board of Directors shall establish a resolution outlining the procedures that the Owners and ACC must follow for the types of changes and alterations described in this paragraph. The resolution shall describe the application process, the ACC review period, applicable ACC considerations, requirement for hearing, and the appeal process.

ARTICLE VIII EXTERIOR MAINTENANCE AND VEGETATION CONTROL

Section 8.1 Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. A Maintenance Committee shall be established and appointed by the Board, as provided in the Bylaws.

This Article VIII, which is provided to ensure the beauty and visual integrity of Southview for the Owners, shall be understood to include anything or any situation deemed by the Board of Directors to constitute a degradation of the visual amenities of Southview, the "look" of any Properties (i.e., a need for mowing, trimming, etc.), or which might promote fire or other hazards.

Section 8.2 Undesirable Vegetation. The Properties are subject to continuing growth of undesirable brush-type vegetation commonly known as "Gorse". The growth of Gorse in sufficient density has been known to be a fire hazard and its control is in the interest of the Association and the Owners of the Lots. In addition to control of Gorse upon the Common Properties, the Association may provide control upon each Lot which is subject to assessment under Article V as follows: hand or machinery removal, spraying or burning.

Section 8.3 Assessment of Cost. The cost of such exterior maintenance and Gorse control shall be assessed against the Lot or Living Unit upon which such maintenance or control is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V; provided, that the Board of Directors of the Association, when the annual assessment against each Lot for any assessment year is established as set forth under Article V, may add to the annual assessment of any Owner the estimated cost of the exterior maintenance or Gorse control for the coming year upon that Owner's Lot or Living Unit, but the board shall, after such year, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 8.4 Access At Reasonable Hours. For the purpose solely of performing the exterior maintenance or Gorse control authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

Section 8.5 Limitation of Association Maintenance and Lot Owner Notification. Exterior maintenance and Gorse control as provided in this Article shall be provided in the first instance by individual Owners. The Association shall provide such maintenance and control when an individual Owner has not provided maintenance or control to the standard adopted by the Association and after written notice to such individual Owner of noncompliance, such notice to include a reasonable time to comply with applicable standards.

ARTICLE IX USE RESTRICTIONS

Section 9.1 Restrictions. The following use restrictions shall apply to the Properties:

(a) No Lot shall be used for other than residential purposes. No commercial activity, and no trade or business of any kind shall be conducted from any Lot or Living Unit except that an Owner may conduct a business activity from or within the Lot or Living Unit if:

- (i) The existence or operation of the business activity is not apparent or detectable by sight or sound from anywhere outside the Lot or Living Unit;
- (ii) The business activity does not involve persons who are not Owners coming onto the Properties in any number or manner which shall be determined by the Board of Directors to create or constitute a burden on the Properties or other Owners, or which otherwise constitutes a nuisance, annoyance, or hazardous use; and
- (iii) The business activity conforms to all zoning and other governmental requirements for the Lot and/or the activity.

(b) No building shall be erected on any Lot except dwellings, garages, swimming pools, tennis courts, noncommercial greenhouses and garden structures subject to the provisions of Article VII.

(c) No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence either temporarily or permanently. All structures, additions or alterations shall be complete within twenty-four (24) months from the date actual construction is commenced, unless additional time to complete construction is approved by the Board of Directors, which such approval shall not be unreasonably withheld.

(d) Landscaping shall be completed not more than sixty (60) days after occupancy of a Living Unit or such other period not to exceed six (6) months as may be approved by the ACC. Landscaping shall be maintained in a neat and healthy condition.

(e) No nocuous or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or interfere with the quiet enjoyment of the Properties by any Owner.

(t) Except with the permission of the Board of Directors, no sign of any kind shall be displayed to the public view on any Lot.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and do not create objectionable noise, odor, or safety hazard. All household pets shall be maintained under control when off the Owner's Lot.

(h) No Lot shall be used or maintained as a parking place except for the parking of passenger vehicles or pick-up trucks (not exceeding $\frac{3}{4}$ ton rating) maintained in good operating condition for personal use. Travel trailers, tent trailers, campers, motor homes, mobile homes, boat trailers, boats, trucks (exceeding $\frac{3}{4}$ ton rating) and similar vehicles may be parked on the Properties only with the prior approval of the Board of Directors or in accordance with the regulations promulgated from time to time by the Board of Directors, except for trailers and equipment used during the course of construction during normal construction hours.

(i) Trash, garbage or other rubbish or waste shall not be kept except in sanitary containers. All incinerators, garbage cans or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition enclosed by fences that screen them from sight. Storage of any kind of goods, chattels, merchandise, material, fuel, supplies or machinery shall be within walls of the building, or enclosed by tight fences that completely screen it from sight, except for materials and equipment used in the course of construction.

(j) The floor area of any Living Unit shall be not less than two thousand (2,000) square feet. Garages, porches and any other structure or space not designed or intended for residential use and occupancy shall not be included in calculating the floor area of any Living Unit.

(k) All Living Units shall be conventional on-site construction. No mobile, modular or manufactured dwelling shall be allowed on the Properties. All accessory buildings shall be of conventional construction.

(l) Unless otherwise required by rule or regulation of the Federal Communications Commission, any satellite dish or similar device (in excess of 24 inches in diameter) installed for the purpose of receiving or transmitting electronic signals, shall not be located on any Lot, unless screened or reasonably concealed from view. In determining the reasonableness of such installation, screening and/or concealment, the determination of the ACC shall control.

(m) No washing, rugs, clothing or other similar article shall be hung for airing or drying from the exterior of any structure, unless screened or reasonably concealed from view.

(n) No exterior light, other than garage or entry lights illuminated to facilitate safe ingress and egress from a Living Unit, shall be lighted after dusk unless such light is shielded so as not to be directly visible from any other Living Unit.

(o) In order to assure that the environment of Southview will be preserved as a residential neighborhood, any Owner leasing a Living Unit, or any portion of a Living Unit, shall do so for a single lease (such lease to be for a minimum of 90 days) per calendar year. Such lease shall require the lessee to observe all provisions of this Declaration.

(p) All Owners, and their guests and invitees, shall maintain a safe rate of speed when driving any motor vehicle in Southview. Under normal driving conditions, a "safe" rate of speed is presumed not to exceed 20 miles per hour on the paved portions of the Properties, and may be less when pedestrians are present.

ARTICLE X AMENDMENT OF DECLARATIONS

Section 10.1 Amendment: Limitations. This Declaration may be amended only with the approval of owners representing at least seventy-five percent (75%) of the Allocated Votes, provided, however, that no amendment to the Declaration shall change the boundaries of any Lot or any uses to which any Lot or Living Unit is restricted as stated in the Declaration or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot or Living Unit unless the owners of the affected lots or units unanimously consent to the amendment.

Section 10.2 Proposal of Amendment. An amendment to this Declaration may be proposed by a majority of the directors of the Board of Directors of the Association or by at least thirty percent (30 %) of the Members.

Section 10.3 Effectiveness, Recording. Amendments to this Declaration shall be executed and certified on behalf of the Association by the President and Secretary as being adopted in accordance with the Declaration and acknowledged in the manner provided for acknowledgment of deeds. Upon the adoption of an amendment to the Declaration, the Association shall record the amendment in the office of the recording officer in Lane County, Oregon. An amendment of the Declaration is effective only upon recordation. An amendment to the Declaration shall be conclusively presumed to have been regularly adopted in compliance with all applicable procedures relating to such amendment unless an action is brought within one year after the date such amendment was recorded or the face of the recorded amendment indicates that the amendment received the approval of fewer votes than required for such approval. However, nothing shall prevent the further amendment of an amended Declaration.

Section 10.4 Restatement. The Board of Directors, upon the adoption of an amendment, shall cause a restated declaration to be prepared and recorded to codify individual amendments that have been adopted. A restated declaration must:

- (a) Include all previously adopted amendments in effect and may not include any other changes except to correct scriveners' errors or to conform format and style;
- (b) Include a statement that the Board of Directors has adopted a resolution in accordance with this subsection and is causing the declaration to be restated and recorded under this subsection;
- (c) Include a reference to the recording index numbers and date of recording of the initial declaration and all previously recorded amendments in effect being codified;
- (d) Include a certification by the President and Secretary of the association that the restated declaration includes all previously adopted amendments in effect and no other changes except, if applicable, to correct scriveners' errors or to conform format and style; and
- (e) Be executed and acknowledged by the President and Secretary of the Association and recorded in the deed records of Lane County, Oregon.

Section 10.5 Rules and Regulations. The Board of Directors may enact such reasonable rules and regulations as it deems necessary and appropriate in order to implement and give full effect to these Declarations. Rules and regulations adopted by the Board of Directors shall be executed and certified on behalf of the Association by the President and Secretary as being adopted in accordance with the Declaration and acknowledged in the manner provided for acknowledgment of deeds. The Association shall thereupon record the rules and regulations as an addendum to the Declarations in the office of the recording officer in Lane County, Oregon. Nothing herein shall be deemed to grant to the Board of Directors the power to amend the Declarations through the adoption of rules and regulations or to otherwise circumvent the provisions of Section 10.1 or the provisions of Oregon law through the adoption of rules and regulations.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, any Improvement District, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the persons then entitled to cast at least seventy-five percent (75%) of the Allocated Votes, has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Member at least thirty (30) days in advance of any action taken.

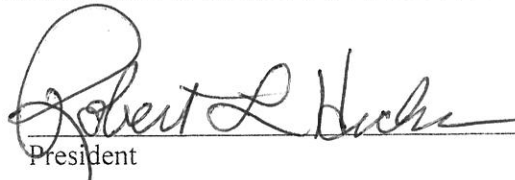
Section 11.2 Notices. Except to the extent otherwise expressly provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Members or Owner on the records of the Association at the time of such mailing.

Section 11.3 Enforcement. Enforcement of these Declarations shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Without limiting the generality of the foregoing, the provisions of Sections 4.2 and the provisions of Articles VII, VIII and IX are subject to determination and enforcement pursuant to that certain Enforcement Procedures Resolution dated as of January 20, 2007 and such further or other enforcement resolutions as may be adopted by the Association from time to time.

Section 11.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect

IN WITNESS WHEREOF, the Association has caused these presents to be executed as of the day and year first above written.

SOUTHVIEW HOMEOWNERS ASSOCIATION



President



Secretary

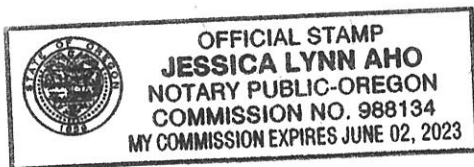
CERTIFICATION

The undersigned President and Secretary, respectively, of the Southview Homeowners Association hereby certify that this Amended and Restated declaration of Covenants, Conditions and Restrictions was duly adopted in accordance with the provisions of ORS 94.572, 94.590 and 94.580 and pursuant to a vote of the Members of the Southview Homeowners Association.

State of Oregon, County of Lane

On this 27 day of February, 2020, Robert L. Hicks personally appeared before me (or identified to me on the basis of satisfactory evidence) as the President and Secretary, respectively, of the Southview Homeowners Association, and were duly authorized in their respective capacities to execute the foregoing document for and in the name of the Southview Homeowners Association, and further acknowledged that they had so signed and executed said document for the uses therein mentioned and set forth.

Given my hand and official seal this 27 day of February, 2020.



Jessica Lynn Aho
Notary public for Oregon
Jessica Lynn Aho

EXHIBIT A
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Southview Homeowner's Association

Post Office Box 1508
Florence, OR 97439

MEMORANDUM

To: All Interested Parties

From: Southview Board of Directors

Subject: View Lines, View Easements, ACC Responsibilities, and Owner Responsibilities

Date: Original - September 9, 1998
Amended by Board action November 11, 1998
Amended by Board action July 7, 1999
Amended by Board action September 15, 1999
Amended by Board action September 10, 2003
Amended by Board action December 15, 2007

As construction of new homes commenced at the rate of one or more each year, the Board of Directors felt it necessary to firm up its position on view lines and view easements for those lots which remain vacant at this time. This memo will lay out the history of how home locations were determined in the past, why it is important to make more specific determinations for the future, and how those determinations will have been made for the good of all concerned.

History

When the Southview PUD was first opened up for lot sales, a design review committee was set up by the developer for the purpose of determining where homes should be placed on the lots, and what the general exterior layout and colors were to be. The intent of this committee was to ensure that each homeowner was provided with a reasonable ocean view to the west and south, while at the same time not allowing construction that would adversely affect their neighbors views. In addition, the exterior amenities of the structure, the colors and general style, were also examined, again to ensure that similar styles of homes were built. With this mandate, committee members would see that all homes blended with each other, and each home commanded a reasonable ocean view to the west and south.

However, the first few home plans were reviewed only with their 'look' in mind, and less time (if any) was spent determining where on the lot that home should be placed to protect future home builders.

Our first homes were smaller in size, and were generally built on lots which were separated from other existing homes by one or more vacant lots. The CC&R's still talk about a minimum square footage being required, originally anticipating that people would chose to build only summer homes here instead of year-round dwellings. That has not been the case, and all the homes here now are fully functional, year-round dwellings, some as large as 6,000 square feet or more.

At the time of the first constructions, nothing of course was known about future construction, and little need was seen to 'protect' future residents from their neighbors. After all, nearest neighbors were one or more lots away, and their homes did not encroach on anyone else's views. Little time was spent making certain that each new request for a home was viewed as to how they might affect their immediate neighbors, because those neighbors didn't exist yet. However, it has become increasingly important that future homes be scrutinized more carefully than those in the past. The placement of a structure on a lot now can have a major, negative impact on an existing neighbor, so such placement must be determined with greater accuracy than seemed necessary in the past.

As of the date of this amended memorandum (12/15/07), there are twenty-four (24) homes built in Southview. They are found on lots 1, 2, 3, 4-5, 6, 7, 8, 9, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23-25, 26-27, 28, 29, 30, 32 and 33.

What's Being Done?

As our neighborhood continued to 'fill in', the Board felt it necessary to provide additional direction to the current members of what is now called the Architectural Review Committee, herein referred to as the ACC. At its meeting on July 22, 1998, the Board asked the members of the ACC to do a study of where all existing homes were located on their respective lots, and with that information, devise a plan to protect the views of future homeowners as well as current ones.

During August of 1998, members of the ACC met several times. Measurements of existing homes were taken, and that information was placed on a map of the subdivision. From that point, it was easy to see what needed to be completed to ensure future homeowners were protected. *General* 'maximum west' distances were determined for each remaining vacant lot between lots eight (8) and twenty two (22). These lines will be used by this and future ACC members as guidelines for future construction on the remaining vacant lots and, although none of these distances is hard and fast, each was placed on the lot only after a great deal of thought (see Rationale below). Allowing additional distance to the west for any of these determinations should be done only after compelling evidence is shown for the need.

Rationale

The reason the Board undertook this effort, in fact the one criteria from the beginning, was **view protection**.

The ACC's desire was to hopefully draw a straight line across lots 8-11 and lots 12-18 inclusive, and arrive at an equitable solution such that any new construction on presently vacant lots, or any renovation or additions to or reconstruction of existing construction on any lots, will be entirely behind these 'view lines'. Our goal, and the purpose of the work, was to provide reasonable ocean views for future residents while preserving the views of current residents as well, with the overriding principle being fairness for all concerned.

It was agreed that the most reasonable ocean views are from the northernmost point of the westernmost point of any home on the lot in question. This is due to the actual layout of the subdivision and the views to the west and south.

Lots 9 through 11

After conducting a more detailed evaluation of how the previously accepted view line for these lots was arrived at, it was shown to *decrease* the buildable area of these lots as one moved north, an unacceptable event. A new rationale was developed, allowing these three lots to very gradually arc their homes toward our ocean view to the south. Making this change had no measurable effect on existing homes or future homes to the north, while allowing their owners more flexibility for home placement.

From its southeast property pin, and along the common property line between Lot #8 and Lot #9, #9 will have a view line starting at a point ninety feet (90') toward the west and ending at a point along the common property line between Lot #9 and Lot #10, one-hundred feet (100') from its northeast property pin.

Lot #10 will draw a line from that point, north to a point on the common property line between it and Lot #11, to a point one-hundred and ten feet (110') from the northeast property pin of Lot #10 (and the common property line between Lot #10 and Lot #11).

On the north property line of Lot #11, a point one-hundred and twenty feet (120') from its northeast property pin will determine the north end of Lot #11's view line.

The resulting line will represent the lines on the individual lots 9, 10 and 11 beyond which no concrete foundation will be allowed to be.

NOTE: It should be understood that even with this expansion of buildable area for these three lots, the homes primary leech field (and as much of the secondary field as possible) must lie wholly within the lot lines. No approvals will be given for any portion of a primary leech field to be located outside the lot lines.

Lots 12 through 16

The northernmost point of the westernmost point on the structures located on lots #14 and #17 was determined. A straight line was drawn from one point to the other, and extended to the overlook on the south side of lot #12. This line was roughly parallel to Southview Lane, which is slightly curved here. The actual, exact distance should be

determined by direct measurement as described, rather than using a 'constant' distance from Southview Lane that is, in actuality, not constant.

From the point on the north property line of each lot where that line crossed, a line perpendicular to that north property line was drawn, from the north to the south. That new line on each lot will represent the lines on the individual lots 12, 13 and 15, beyond which no concrete foundation will be allowed to be.

The effect of this is to 'line up' the westernmost points of the buildable areas of the lots. This gives everyone the same angular view to the south coast, which can be shown mathematically under reasonable assumptions about the parcels. Common sense also suggest that if everyone's best views are lined up, then no one has a relative advantage or disadvantage over their neighbors.

Lots 19 and 21

The same rationale as stated above was used to determine where the 'view line' was located on these two lots.

Other Lots Not Currently Built On (31)

It was not necessary to locate a 'view line' on this lots. Any concerns for a future structure on this lot will be based on the proposed height of the structures.

Distances

The distances shown on the view line maps represent the distances from the maximum west foundation to the east property lines, *not* the distance to the curb on the street in front of the lot.

Decks

Decks or other protrusions west or south of the foundation lines shall not extend more than ten feet (10') from that foundation line. This distance is understood to mean decks and other protrusions to the west and south of the structure, at the main level (street level) of the structure. Decks on higher levels of any home may be restricted to less than this ten foot (10') distance after determination of an adverse impact on neighbors by the ACC. When decks on the west or south sides of any structure are at low levels relative to adjacent homes, they *may* extend further than the ten feet (10') mentioned above, but only with ACC approval.

Heights

All future homes in Southview will be limited to no more than two (2) stories above grade at the street. However, where desired by the homeowner, walk-out basements will be allowed.

Positioning

For continuity and aesthetic reasons, all future homes will be encouraged to be as close to Southview Lane as allowed by current Lane County Building codes. There may, however, be an exception to this policy for lot 31, which slopes away toward the south.

Fire Protection

If any new fire hydrants are required by the Siuslaw Valley Fire Department, their installation will be the responsibility of the Southview Homeowner's Association.