



**DECLARATION OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS**



2017

AUTUMN MEADOWS HOMEOWNERS ASSOCIATION

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

## ARTICLE 1

### *DEFINITIONS*

- 1.1 "**Architectural Review Committee**" or "**ARC**" shall mean the Declarant until turnover and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.
- 1.2 "**Articles**" shall mean the Articles of incorporation for the non-profit corporation, Autumn Meadows Homeowners Association, or such similar name approved by and filed with the Oregon Corporation Commissioner.
- 1.3 "**Association**" shall mean and refer to Autumn Meadows Homeowners Association, its successors and assigns.
- 1.4 "**Autumn Meadows**" shall mean the real property described on the attached Exhibit "A", and any annexations of additional lands to Autumn Meadows and all Common Area included within the Plat of Autumn Meadows.
- 1.5 "**Board**" or "**Board of Directors**" shall mean the Board of Directors of Autumn Meadows Homeowners Association.
- 1.6 "**Bylaws**" shall mean and refer to the Bylaws of the Association.
- 1.7 "**Common Area**" shall mean and refer to any areas of land shown on the recorded plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the Association, and areas outlined herein as the maintenance responsibility of the Association, including all or parts of Tracts A, B, C, D, E & F on plat.
- 1.8 "**Declarant**" shall mean and refer to D. R. Horton, Inc.-Portland, a Delaware Corporation, their successors or assigns, or any successor or assign to all remainder of their interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.
- 1.9 "**Declaration**" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for Autumn Meadows.
- 1.10 "**General Common Expenses**" shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property.
  
- 1.11 "**General Plan of Development**" shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

- 1.12 **"Home"** shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.
- 1.13 **"Lot"** shall mean and refer to any plot of land indicated upon the recorded subdivision map of the Property or any part thereof creating individual Home sites, including any annexations to Autumn Meadows. These do not include Common Areas and areas deeded to a government authority or utility.
- 1.14 **"Lot Easement Area"** shall mean and refer to those portions of any Lot subject to any easement benefiting the Association. The term "Lot Easement Area" shall not refer to any portions of any Lot encumbered by an easement to any other party, including without limitation, any governmental entity.
- 1.15 **"Members"** shall mean and refer to the Owners of Lots in Autumn Meadows and who are members of the Autumn Meadows Homeowners Association.
- 1.16 **"Occupant"** shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.
- 1.17 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.
- 1.18 **"Plat"** shall mean and refer to the recorded Plat of Autumn Meadows and any annexations to the original Plat.
- 1.19 **"Property"** shall mean and refer to all real property and any annexations of additional property, including the Common Area Tracts, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this declaration.
- 1.20 **"Rules and Regulations"** shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC") and as may be from time to time amended by the Board and/or ARC.
- 1.21 **"Tract"** shall mean a parcel of land shown on the Plat and denoted by the word "Tract".
- 1.22 **"Turnover Meeting"** shall be the meeting called by the Declarant to turn over control of the Association to the Class A members.
- 1.23 **"Type 1 Lot"** shall mean any one of Lots I through 32 as shown on the Plat, and "Type 1 Lots" shall mean all of such Lots.
- 1.24 **"Type 2 Lot"** shall mean any one of Lots I through 33 through 39 as shown on the Plat, and "Type 2 Lots" shall mean all of such Lots.
- 1.25 **"Type 3 Lot"** shall mean any one of Lots 40 through 127 as shown on the Plat, and "Type 3 Lots" shall mean all of such Lots.
- 1.26 **"Type of Lot"** shall mean either a Type 1, Type 2 or Type 3 Lot, and as well shall mean any other distinct Type of Lot identified as other than a Type 1, Type 2 or Type 3 Lot in any Declaration of Annexation.

**ARTICLE 2**

*PROPERTY SUBJECT TO THIS DECLARATION*

2.1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Washington County, Oregon, in that certain plat map entitled "Autumn Meadows" filed in the plat records of Washington County, Oregon, more particularly described as Lots I through 127, Phase 1 of Autumn Meadows Plat.

**Articles 2.2 (A through C) (i, ii, iii)** *(See Covenants, Conditions, & Restrictions)*

**ARTICLE 3**

*OWNERSHIP AND EASEMENTS*

3.1. **Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance.

**Articles 3.2 through 3.4 (A through H)** *(See Covenants, Conditions, & Restrictions)*

**ARTICLE 4**

*LOTS AND HOMES*

4.1. **Residential Use.** Lots shall be used for residential purposes only. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used with any trade, service or business be kept or stored, on any Lot.

**Articles 4.2 through 4.24** *(See Covenants, Conditions, & Restrictions)*

**ARTICLE 5**

*COMMON AREA*

5.1 **Use of Common Areas.** Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Homes or Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

**Articles 5.2 through 5.7** *(See Full Covenants, Conditions, & Restrictions)*

## ARTICLE 6

### *ARCHITECTURAL REVIEW COMMITTEE*

6.1. **Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply.

**Articles 6.2 through 6.13** (*See Full Covenants, Conditions, & Restrictions*)

## ARTICLE 7

### *AUTUMN MEADOWS HOMEOWNERS ASSOCIATION*

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

**Articles 7.2 through 7.4** (*See Full Covenants, Conditions, & Restrictions*)

## ARTICLE 8

### *DECLARANT CONTROL*

8.1. **Interim Board and Officers.** The Declarant hereby reserves administrative control of the Association. The Declarant, in their sole discretion, shall have the right to appoint and remove members of the Interim Board of Directors, which shall manage the affairs of the Association and which shall be vested with all powers and rights of the Board of Directors. The Interim Board shall consist of from one to three members.

Notwithstanding the provision of this Section, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise have voting power to elect all of the **members of the Board**.

**Articles 8.2 through 8.3** (*See Full Covenants, Conditions, & Restrictions*)

**ARTICLE 9**

*DECLARANTS SPECIAL RIGHTS*

9. 1. **General.** Declarant is undertaking the work of developing Lots and other improvements within Autumn Meadows. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set for in this Article 9.

**Articles 9.2 through 9.5** (*See Full Covenants, Conditions, & Restrictions*)

**ARTICLE 10**

*FUNDS AND ASSESSMENTS*

10.1. **Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Area, including maintenance and administrative costs including insurance for Association. No individual structure insurance will be provided by Association. (a) **Common Expense Designations.** Common Expenses of the nature described in Section 10.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses".

**Articles 10.2 through 10.6** (*See Covenants, Conditions, & Restrictions*)

**ARTICLE 11**

*GENERAL PROVISIONS*

11.1 **Records.** The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and Committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

**Articles 11.2 through 11.8** (*See Covenants, Conditions, & Restrictions*)