DECLARATION OF PROTECTIVE RESTRICTIONS AFFECTING FRONTIER MEADOWS

THIS DECLARATION is made this 5th day of October, 2015, by Holt Distressed Property Fund, 2010, L.P., a Delaware limited partnership (hereinafter referred to as “Declarant”). Declarant is the owner of certain Real Property in Yamhill County, Oregon, described in the attached Exhibit A, which is incorporated in this Declaration by reference. Declarant is concurrently recording a subdivision plat for the Real Property under the name of FRONTIER MEADOWS. In connection with the creation of this Subdivision, Declarant desires to subject FRONTIER MEADOWS to various easements, restrictions, covenants, and conditions, for the purpose of enhancing and protecting its value, desirability, and attractiveness. Because it is not anticipated the combined annual assessments for all Lots will exceed $1,000.00, FRONTIER MEADOWS shall not be subject to the Oregon Planned Community Act, ORS 94.550, et seq., and the Declarant specifically hereby declares the Property not to be subject to such Act.

Declarant hereby declares that all of FRONTIER MEADOWS shall be held, sold, and conveyed, subject to the following easements, restrictions, covenants, and conditions, which shall run with FRONTIER MEADOWS and shall be binding on all parties having or acquiring any right, title, or interest in FRONTIER MEADOWS any part thereof, and shall inure to the benefit of each Owner of a Lot. Should the terms of this Declaration in any way conflict with the terms included in the Plat recorded for FRONTIER MEADOWS, the Plat terms shall control.
ARTICLE I
Definitions

Section 1. "Articles of Incorporation" or "Articles" shall mean the articles of incorporation of the Association, incorporated herein by this reference.

Section 2. "Association" shall mean Frontier Meadows Homeowner Association, an Oregon nonprofit corporation, its successors and assigns, to be organized in accordance with the terms hereof.

Section 3. "Board of Directors" or "Board" shall mean the board of directors of the Association organized pursuant to this Declaration and the Bylaws.

Section 4. "Bylaws" shall mean the Bylaws of the Association attached as Exhibit B to this Declaration as the same may hereafter be amended, which are incorporated by this reference.

Section 5. "Common Property" shall consist of Tract A, the Retaining Wall and Access Easement, identified as "RWE" on the Plat, and the easements dedicated to the HOA and the City of Lafayette identified as "CSTE" on the Plat.

Section 6. "Declarant" shall mean Holt Distressed Property Fund, 2010, L.P., a Delaware limited partnership, or any purchaser of undeveloped Lots in FRONTIER MEADOWS who is designated as a successor Declarant pursuant to Article XI, Section 7, below.

Section 7. "Declaration" shall mean this document, and shall include the Original Declaration and any amendment or restatement of this Declaration where the context requires.

Section 8. "Director" or "Directors" shall mean members of the Board.

Section 9. "Lot" shall means Lots 1 through 51 as shown on the Plat for FRONTIER MEADOWS. Each Lot is intended to be used for residential purposes as described in Article VII, Section 1.

Section 10. "Member" shall mean an Owner.

Section 11. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and the Owner's successors, heirs, and assigns. Where any Lot is the subject of an installment contract of sale, the vendee under the contract shall be considered the Owner.
Section 12. "Plat" shall mean that certain Plat of FRONTIER MEADOWS, as recorded in the Plat Records of Yamhill County, Oregon, concurrently with the recording of this Declaration, which is incorporated herein by this reference.

Section 13. "Quorum" for any meeting of the Association shall consist of the number of persons who are entitled to cast twenty percent (20%) of the votes which may be cast for the election of the Board of Directors and who are present in person or by proxy at the beginning of the meeting.

Section 14. "Real Property" or "FRONTIER MEADOWS" shall mean all real property contained within the Plat known as FRONTIER MEADOWS, as described in the attached Exhibit A.

Section 15. "Reserve Account" shall mean the funds that are set aside by the Declarant and/or the Association to pay for the repair or replacement of Common Property and facilities, especially including the storm drainage system and all other private utilities for which the Association is responsible.

Section 16. "Residence" shall mean that portion or part of any Structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, decks, and steps annexed thereto.

Section 17. "Structure" shall mean the broadest legal definition attributable to the term "structure". For purposes of construction, the term "Structure" shall mean, but not be limited to the building, construction, fabrication, assembly, or production of any manmade work artificially built up or composed of parts joined together in some definite manner whether of a permanent or temporary nature and whether movable or immovable.

ARTICLE II
Owners’ Association

Section 1. Organization. Declarant has organized an Association of all Owners. The Association has been organized under the name of Frontier Meadows Homeowner Association, as a nonprofit Oregon mutual benefit corporation. The Association shall have property, powers, and obligations as set forth in this Declaration for the benefit of the Real Property and the Members. The Articles of Incorporation of the Association provide for its perpetual existence. Voluntary dissolution of the Association is prohibited without public hearing and approval by the City of Lafayette, Oregon. In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of all Owners of the same name. In such event, all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall,

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 3
thereafter, be confirmed and evidenced by appropriate conveyances and assignments. To the
greatest extent possible, any successor unincorporated association shall be governed by the
Articles of Incorporation and the Bylaws of the Association as if they had been made to
constitute the governing documents of the unincorporated association. The Articles of
Incorporation and Bylaws of the Association adopted and duly amended shall be deemed
covenants running with the ownership of the Lots, and shall be binding upon the Owners as if
recited verbatim herein. The Association shall be governed by a Board of Directors elected in
the manner set forth in the Bylaws.

Section 2. Membership. Every person or entity who is an Owner of any Lot shall be a
Member of the Association. The foregoing is not intended to include persons or entities that
have an interest merely as security for the performance of an obligation. Membership shall be
appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be
the sole qualification for Membership.

ARTICLE III
Owners’ Association Control

Section 1. Control of Affairs of Association. The Declarant shall appoint the Board of
Directors and control the Association until administrative responsibility for FRONTIER
MEADOWS is turned over to the Owners. On the date that is not later than ninety (90) days
after the Class B Membership has ceased as determined under Section 2 of this Article, Declarant
shall call a meeting and at such meeting shall turn over administrative responsibility for
FRONTIER MEADOWS to the Owners. At the meeting, the Declarant shall deliver to the
Association:

1.1 The original or a photocopy of the recorded Declaration and copies of the
Bylaws and the Articles of Incorporation of FRONTIER MEADOWS and any supplements and
amendments to the Articles or Bylaws;

1.2 A deed to Tract A;

1.3 The minute books, including all minutes, and other books and records of
the Association and the Board of Directors;

1.4 All rules and regulations adopted by the Declarant;

1.5 Resignations of officers and members of the Board of Directors who are
concurrently resigning;

1.6 A report on the present financial position of the Association, consisting of
a balance sheet and an income and expense statement for the previous twelve (12) month period;

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 4
1.7 All funds of the Association and control of the funds, including the initial Reserve Account Funding required by Article V, Section 4;

1.8 All tangible personal property that is property of the Association, and an inventory of the property;

1.9 Records of all property tax payments for the Common Property to be administered by the Association;

1.10 Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns;

1.11 All bank signature cards;

1.12 The reserve account established in the name of the Association under Article V, Section 4;

1.13 An operating budget for the portion of FRONTIER MEADOWS turned over to the Association administration and a budget for replacement and maintenance of the Common Property;

1.14 A copy of the following, if available:

1.14.1 The as-built architectural, structural, engineering, mechanical, electrical, and plumbing plans;

1.14.2 The original specifications, indicating all subsequent material changes;

1.14.3 The plans for underground site service, site grading, drainage, and landscaping, together with cable television drawings;

1.14.4 Any other plans and information relevant to future repair or maintenance of FRONTIER MEADOWS; and

1.15 Insurance policies;

1.16 A list of any written warranties on the Common Property that are in effect and the names of the contractor, subcontractor, or supplier who made the installation for which the warranty is in effect;

1.17 A roster of Owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;
1.18 Leases of the Common Property and any other leases to which the Association is a party;

1.19 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

1.20 Any other contracts to which the Association is a party.

Declarant shall have administrative control of the Association by means of its Class B voting rights until those rights end and Declarant turns over control to the Owners by the election of a new board of directors in the manner prescribed in the Bylaws.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

2.1 Class A. Class A Members shall be all Members with the exception of Declarant as to its initial ownership of Lots prior to sale, provided that Declarant shall become a Class A Member when its Class B membership has been converted as set forth in the following paragraph. Class A Members shall be entitled to a total of one (1) vote for each Lot in which they hold the interest required for membership in Article II. When more than one person holds such interest in any Lot, each of such persons shall be a Member, however, only one (1) vote may be exercised for any one Lot regardless of the number of Members having an interest in the Lot.

2.2 Class B. Declarant shall be the Class B Member. The Class B membership shall be entitled to three (3) votes for each platted Lot within the Real Property owned by Declarant, provided that the Class B membership shall cease and be converted to Class A membership upon the first of the following to occur:

2.2.1 The date when Declarant turns over control of the Association to the Owners by calling a meeting of the Owners for the purpose of electing new Association Directors and Officers; or

2.2.2 Ninety (90) days after ninety percent (90%) of the Lots have been conveyed to Owners other than a successor Declarant.

Section 3. Transitional Advisory Committee.

3.1 The Declarant shall form a transitional advisory committee to provide for the transition from administrative responsibility by the Declarant to the Association. The Declarant shall call a meeting of Owners for the purpose of selecting a transitional advisory
committee not later than the sixtieth (60th) day after the date Declarant has conveyed seventy-five percent (75%) of the Lots to Owners other than a successor Declarant.

3.2 The transitional advisory committee shall consist of three (3) members. The Owners, other than the Declarant, shall select two (2) members. The members of the committee shall have reasonable access to all information and documents required to be turned over by the Declarant under this Article.

3.3 Any Owner may call a meeting of Owners to select the transitional advisory committee if the Declarant fails to do so when required under this Section.

ARTICLE IV
Property Rights in the Common Property

Section 1. Members’ Easement of Enjoyment. Concurrently with the recording of this Declaration, Declarant has conveyed the Common Property to the Association. Every Member shall have an easement for the protection and maintenance of the Common Property as storm water facility as described below. Such easement for the Common Property shall be appurtenant to and shall pass with the title to every Lot; subject, however, to the following limitations:

1.1 The right of the Association, acting by and through its Board of Directors, to grant easements for public utilities or for other public purposes consistent with the intended use of the Common Property.

1.2 The right of the Board of Directors of the Association to promulgate reasonable rules and regulations governing protection and maintenance of the Common Property.

Section 2. Common Property Maintenance. The Association shall preserve and maintain the Common Property in the condition as required by local ordinances, and includes the Operations and Maintenance Manual for the Frontier Meadows Stormwater Facility, in perpetuity unless otherwise approved by City Council for Lafayette, Oregon. Without the consent of City Council for Lafayette, Oregon, the Declarant, the Association, and the Owners are prohibited from developing the Common Property including but not be limited to grading, filling, vegetation installation or removal, or erecting Structures except for the removal of invasive plants from the Common Property. If the Association fails to timely perform the necessary maintenance of the Common Property, the City of Lafayette, Oregon may perform such maintenance and charge the Association for the costs incurred by the City in doing so. The Association maintenance shall include annual removal of all invasive plants from the Common Property. The Association shall also be responsible for filing any and all Common Property maintenance reports with the City as required under the permits obtained by Declarant for FRONTIER MEADOWS. The Association shall have an easement over any portion Real Property that it does not own for the purposes of such maintenance requirements.
Section 3. Insurance. The Board shall maintain the required insurance as may be required by this Declaration and the By-laws of the Association.

ARTICLE V
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. By acceptance of a deed or contract of purchase for any Lot in FRONTIER MEADOWS, whether or not it shall be so expressed in any such deed or other conveyance, each Owner is deemed to covenant and agree to pay the Association (a) regular annual or other regular periodic assessments or charges as established by the Association from time to time for the purposes set forth in Section 2 of this Article, and (b) special assessments for capital improvements as set forth in Section 5 of this Article. Such assessments shall be fixed, established, and collected from time to time as provided below. The regular and special assessments, together with such interest thereon and costs of collection thereof, as provided below, shall be a charge on each Lot and shall be a continuing lien upon the property against which each such assessment is made. Any Owner may request an estoppel statement from the Association regarding the existence of assessment liens against the Lot and whether there are any then existing violations of this Declaration with respect to such Lot. Any such request shall be effective to estop the Association from claiming any such liens or violations other than as stated in a written response to the request given within ten (10) business days of the date such request is delivered. Any such estoppel statement request shall be effective only if delivered in writing to the registered agent of the Association as shown in the records of the Secretary of State's office for the State of Oregon. Failure by the Association to respond by such deadline shall be deemed a response of no liens and no violations. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time such assessment became due and any successors in title unless otherwise provided herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and protection of the Members, non-Members, and users of FRONTIER MEADOWS and in particular for the preservation and maintenance of Common Property, and other property designated by the Board of Directors of the Association. The Association shall also use the assessments to maintain the vegetation in a condition necessary to provide adequate sight distance for automobile traffic at intersections.

Section 3. Annual Assessment Basis and Maximum. The initial regular assessment shall be in an amount sufficient to pay the maintenance expenses of the Association. The regular assessment may be increased by a vote of the Members, provided that any such increase shall be approved by the affirmative vote of not less than fifty-one percent (51%) of the votes of each class of Members who are voting in person or by proxy, at a meeting attended by not less than a Quorum and which is duly called for this purpose, written notice of which shall be sent to all
Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Reserve Account. The Declarant shall establish a Reserve Account for repair and maintenance of the stormwater systems and other private utilities located within the subject real property in order to provide funds to keep such in good condition and repair. Declarant shall initially fund the Reserve Account in the amount of $5,000.00. The minimum amount of the Reserve Account shall thereafter be $5,000.00. The Reserve Account established and initially funded under this Section shall be funded in the future by separate reserve assessments against the Lots in an amount as the Owners may approve as part of the annual Association Budget. The Reserve Account shall be established in the name of the Association. The Association shall be responsible for administering the Account. The initial funding and assessments paid thereafter into the Reserve Account are for the property of the Association and are not refundable to the Declarant, sellers, or Owners of Lots.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any unexpected or unfunded repair or replacement of the Common Property, provided that any such special assessment shall require the assent of fifty-one percent (51%) of the votes of each class of Members who are voting in person or by proxy 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 sixty (60) days in advance of the meeting setting forth the purpose of the meeting. A Quorum must be present for said meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacement, repairs, or improvements from funds generated by regular assessments.

Section 6. Uniform Rate of Assessment: Common Profits. All annual assessments and any special assessments must be fixed at a uniform and equal rate per Lot for services rendered for all Lots and may be collected on an annual, semi-annual, quarterly, or monthly basis in the discretion of the Directors. If special services are rendered to specific Lots at the request of the Owners thereof, additional assessments shall be charged to such Lots.

Section 7. Date of Commencement of Annual Assessments; Due Date. The first regular assessment shall be as set by Declarant. Until regular assessments commence, Declaration shall pay all costs of the Association. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The payment due dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the
Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be delinquent and constitute a lien on the Lot on which it is assessed. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum. The secretary of the Association may file in the Official Records of Yamhill County, Oregon, within one hundred twenty (120) days after delinquency, a claim of lien specifying the amount of any such charges or assessments together with interest as aforesaid, which are delinquent with respect to any Lot, and upon payment in full thereof, shall execute and file a proper release of the lien securing the assessment, but the failure to record such a lien claim shall not affect the validity of the lien, which shall run with and bind the Lot the same as the underlying obligations upon which it is based. The aggregate amount of such assessment, together with interest, costs, expenses, and reasonable attorneys’ fees for the filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is assessed, including any improvement thereon, from the date the assessment is due to the Association, until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The Owner of the Lot at the time the assessment becomes due shall be personally liable for the resulting expenses, costs, disbursements, expert witness fees and attorneys’ fees, including additional attorneys’ fees incurred upon appeal, which shall also be secured by the lien. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Owner’s Lot or any improvement thereon.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided herein, accruing after the effective date of a mortgage or a trust deed, shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds existing or hereafter placed upon any Lot. Except as provided below, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or trust deed or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to amounts thereof which become due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot and any improvements thereon from liability for any assessments thereafter becoming due from the lien thereof. The sole exception to the foregoing subordination of the assessment lien is when the following requirements are satisfied:

9.1 The Association has given the lender under the mortgage or trust deed ninety (90) days prior written notice of the Association’s lien. The notice shall contain (a) the name of the borrower shown on the trust deed or mortgage; (b) the recording date and information for the trust deed or mortgage; (c) the legal description of the Lot; (d) the amount
owed to the Association; and (e) a statement that the lender will lose its priority under the mortgage or trust deed unless the lender initiates enforcement action within ninety (90) days after the date the notice is given.

9.2 The lender has not initiated judicial action to foreclose the mortgage or requested issuance of a trustee’s notice of sale under the trust deed or accepted a deed in lieu of foreclosure prior to the expiration of ninety (90) days following the Association’s notice.

9.3 The Association has provided the lender with such information and documents as the lender may reasonably request, within ten (10) business days of lender’s request.

Section 10. Exempt Property. The following property which is subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) all Common Property; (c) all Lots owned by Declarant; and (d) any Lots owned by an Owner whose ownership of one or more Lots is solely for the purpose of constructing homes thereon for resale.

ARTICLE VI
Encroachments

If any portion of a Residence or other Structure now or hereafter constructed upon any Lot encroaches upon any part of the Common Property or upon a Lot or Lots used or designated for use by an Owner of another Lot, such Residence or other Structure shall promptly be removed by its Owner, except that in cases of minor encroachments and substantial hardship to remove the encroachment, the Association may permit the encroachment upon terms and conditions established by the Association.

ARTICLE VII
Development Standards

Section 1. Land and Building Type. No Lot shall be used except for single family residential purposes. No Lot shall be subdivided or partitioned. All Residences, exclusive of open porches or garages, shall be a minimum of one thousand two hundred (1,200) square feet. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single family dwelling, with a garage, and a storage building if desired. Plans and specifications shall be submitted to the Board for approval prior to the commencement of construction or earthwork. Plan and specification approval shall not be unreasonably withheld nor conditioned with respect to the construction of a Residence on a Lot in accordance with this Declaration. Declarant’s use of any Residence on one or more Lots as a sales office or model home for purposes of sales in FRONTIER MEADOWS shall not be subject to the regulation of the Board until Declarant no longer owns Lots within FRONTIER MEADOWS.
Section 2. Plat Easements. The easements shown on the Plat shall be permanent and shall benefit and burden the Real Property as indicated on the Plat. Such easements shall run under, over, and across the Real Property as shown on the Plat, for the purposes indicated upon the Plat. The public and private utility easements shown on the Plat shall be for the purpose of erecting, installing, constructing, maintaining, and operating sewers and drainage and irrigating systems, and pipe, wires, cables and conduits for lighting, heating, power, telephone, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Real Property. Within these easements, no Structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel or facilities in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. However, with prior written approval by the Board, and the City of Lafayette, as required, an Owner may place removable Structures or place surface coverings on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area, if the Owner agrees to remove same at Owner’s expense whenever it is necessary to have access to the surface or sub-surface property(s) within the easement for the purpose specified herein. The Owner shall be responsible for maintaining and repairing any permitted items the Owner places in the easement area on the Owner’s Lot. Any utility facilities shall be maintained, repaired and replaced solely by the benefited party who placed them in the easement area except to the extent they are damaged through the fault of an Owner.

Section 3. Temporary Structure. No Structure of a temporary nature, nor any trailer, shall be used at any time as a residence, either temporary or permanent.

Section 4. Landscaping. All landscaping on a Lot must be completed within six (6) months from the date of occupancy of the Residence. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time, but only to the extent permitted by applicable law, upon written approval of the Board. Landscaping shall also include provisions for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots.

Section 5. Parking. Parking of cars and similar passenger vehicles shall be allowed only on surfaced driveways and in the interior of garages, or similar Structures approved by the Board. Parking of vehicles other than cars and similar passenger vehicles, including but not limited to campers, R.V.'s, camp trailers, boats, motor homes and other types of transportation will not be allowed on any part of any Lot for any period in excess of forty-eight (48) hours, and then only on an occasional basis, consistent with guidelines that the Board may from time to time adopt, unless they are parked within an enclosed Structure approved by the Board. No Owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight (48) hours.

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS
12
Section 6. Fences and Hedges. Any fence or hedges installed in the front yard or on side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot, shall not exceed four (4) feet in height, or the maximum height allowed by the City of Lafayette, whichever is lower. Any fence or hedge installed on the remainder of the Lot shall not exceed six (6) feet in height. All fences shall be constructed of wood and shall be a “good neighbor” fence similar in design and material. There shall be no chain link fences on any Lot, except that around the Common Property. Any fence that faces a street or open area as shown on the Plat, must meet the design criteria established by the Board. No building, wall, fence, paving, landscaping, or other construction of any type shall be erected or maintained by an Owner so as to trespass or encroach upon any Common Property unless specifically approved by the Board in writing. The Association reserves the right to construct and maintain boundary fencing at the rear of some or all of the Lots, and charge said construction and maintenance as a common expense of the Association.

Section 7. Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to other Owners. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. All garbage and other waste shall be kept in sanitary containers emptied weekly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or federal requirements.

Section 8. Business and Commercial Use. Except as provided in Section 1 above, no trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any Lot, except for (a) one-room offices which are not designated by exterior signs and do not create additional vehicle traffic, and (b) any home builder or Declarant, who is constructing Residences on Lots, or storing construction materials and equipment on said Lots in the normal course of said construction and to use completed homes as sales models as provided herein.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than four (4) square feet advertising the Lot for sale. This restriction shall not prohibit the temporary placement of political signs on any Lot by its Owner, or placement of a professionally made sign by Declarant, which complies with local applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, realtors, or agents during construction and sales of Residences.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 13
Section 11. Construction Completion. Construction of any Residence shall be completed, including painting and exterior finish, within eight (8) months from the commencement of construction. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board. All Lots shall, prior to and after construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. Each Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. All grass shall be cut and mowed at sufficient intervals to comply with the standard of maintenance prevailing in FRONTIER MEADOWS unless otherwise approved in writing by the Board.

Section 12. Antennas and Service Facilities. No exterior antennas, aerials, or satellite dishes, except satellite dishes nineteen (19) inches or less in width shall be permitted on any part of the Real Property; except as allowed by Federal Law. Clotheslines and other service facilities, such as garbage cans and recycling bins, shall be screened so as not to be viewed from the street.

Section 13. Exterior Finish. The exterior of all Structures on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing Structures and landscaping in FRONTIER MEADOWS. Walls shall be double wall constructed with siding of cedar, redwood, vinyl, stucco, masonry, Hardy Plank Siding, or other material approved by the Board. Exterior colors must be approved in writing by the Board in accordance with the provisions of Article VIII. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the Structure they adjoin.

Section 14. Roofs. All Structures shall have roofs constructed of tiles, Celotex Presidential Shakes, or twenty-five (25) year architectural composition. All roof colors are subject to the approval of the Board. Roof color may not be changed without prior written approval of the Board.

Section 15. Windows. All window frames on Residences shall be wood or vinyl.

Section 16. Repair Improvements. All Residences shall be repaired or restored in the event of damage or destruction. Should Owner not desire to repair or restore within two (2) months of damage, Owner shall remove all debris and landscape vacant lot to standards approved by Board.

ARTICLE VIII
Design Review

Section 1. Purpose and Authority of Board. The purpose of the Board review and approval of all plans and specifications for Structures is to provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property in
order to insure the highest possible quality of residential development. The approval of any plans and specifications submitted to the Board may be withheld not only because of their non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of incompatibility with the design standards for FRONTIER MEADOWS. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of FRONTIER MEADOWS, solar access, and other effects on the enjoyment of other parts of FRONTIER MEADOWS, including without limitation the Common Property, as well as any other factors which the Board reasonably determines to be relevant, may be taken into account by the Board in determining whether or not to approve any proposed Structure.

**Section 2. Membership: Appointment and Removal.** The Board referred to herein shall be the Association Board of Directors. No member of the Board shall receive any compensation or make any charge for his services in connection with design review and approval. The Association Board of Directors may in its discretion appoint an Architectural Board to review and approve all plans and specifications for structures.

**Section 3. Approval of Plans by Board.** No Residence, building, garage, or any Structure or improvements of any kind or nature shall be commenced, erected, placed, or altered on any Lot by an Owner (except the Declarant) until detailed construction plans and specifications showing the nature, shape, height, materials, colors, and location of the proposed improvements shall have been submitted to and approved in writing by the Board. All plans and specifications must be submitted to the Board at least forty (40) days prior to the start of construction unless such time period is waived by the Board.

**Section 4. Action.** Except as otherwise provided herein, any two (2) members of the Board shall have the power to act on behalf of the Board if the remaining Board Members are unavailable, and can act without the necessity of meeting. Owners shall supply any additional information reasonably requested by any member of the Board. The Board may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

**Section 5. Procedures.** In the event the Board fails to approve or disapprove plans and specifications within forty (40) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be complied with fully unless another Owner appeals under Section 6 below. The time period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within forty (40) days as determined by the date of mailing by the Committee. Such notice shall be delivered or mailed to the applicant at the address designated by the applicant for such purpose in his application.

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS - 15
Section 6. Appeal. The Owner making the submission or any Owner who submitted written objections to the Board may appeal the decision of the Board solely by arbitration in accordance with the rules of the Arbitration Service of Portland, Inc. or a similar service. Any appeal must be initiated by a written request to the Board within ten (10) days after notice of the Board decision is given. Unless appealed in such manner, the decision of the Board shall be final and binding. The decision of the arbitrator with respect to matters appealed shall be final and binding upon all Owners. The parties shall share the costs of arbitration equally.

Section 7. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records to the extent same are available. All records demonstrating compliance with the provisions of this Declaration may be recorded in the miscellaneous records of the Yamhill County Clerk by the Owner receiving approval. After the expiration of one (1) year following the issuance of a building permit thereof by municipal or other governmental authority, and written notice thereof is delivered to the Board, any Structure, work, improvement, or alteration shall be deemed to be in compliance with the provisions hereof unless a notice of noncompliance executed by the Association shall have been recorded in the office of the Yamhill County Clerk, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8. Construction by Declarant. This Article shall not govern construction of improvements or alterations by Declarant upon portions of the Real Property owned by Declarant. However, Declarant shall approve in writing all plans for original construction prior to the commencement of such construction. Declarant reserves the right to add improvements not described in this Declaration.

Section 9. Non-Waiver. Except as expressly provided in Section 7 of this Article, the failure of the Board to enforce any provisions of this Declaration shall not constitute a waiver or negate the legal effect of any such requirement unless notice in writing of such failure to act is provided to the Board, they fail to institute measures to obtain compliance within one hundred eighty (180) days of such notice, and all other legal requirements to constitute waiver or to negate the legal effect of such requirement have occurred.

ARTICLE IX

Legal Compliance

The Declarant and all Owners shall comply with the rules and regulations applicable to the development of property in the City of Lafayette, Oregon.

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 16
ARTICLE X

Enforcement

Section 1. Violations. In the event any Owner shall violate any provision of this Declaration, the Bylaws or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and may (a) notify the Owner in writing that his voting rights are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Article V, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for one hundred twenty percent (120%) of the entire direct and indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others. However, before the Association takes any of the actions described in (a) – (c) above, the Owner shall have the right to a hearing before the Board of Directors to contest their determination. If a hearing is requested by written notice delivered to the Association not more than fifteen (15) days from the Owner’s receipt of the notice of violation, imposition of the applicable remedies will be withheld pending the Board’s decision after hearing the Owner’s testimony or evidence. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in (c) above pending the hearing or decision on the hearing. If a hearing is requested, it shall be held within fourteen (14) days of the date of receipt of the Owner’s request by the Board of Directors at a location designated by the Board of Directors in a timely notice to the Owner. The Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their action and provide notice thereof to the Owner. All assessed fines shall be paid immediately to the Association and deposited into the Association’s general account.

Section 2. Interest, Expenses and Attorney Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until payment at the rate of nine percent (9%) per annum. In the event the Association shall bring any suit or action to enforce this Declaration, to collect any money due to it, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys’ fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Owner, the Association shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 17
Section 3. Non-exclusiveness and Accumulation of Remedies. An election by the
Association to pursue any remedy provided for violation of this Declaration shall not prevent
concurrent or subsequent exercise of any remedy permitted under this Declaration. The remedies
provided in this Declaration are not exclusive but shall be in addition to all other remedies,
including actions for damages and suits for injunctions and specific performance, available under
applicable laws.

Section 4. Effect of Breach. The breach of any of the covenants, conditions, or
restrictions contained in this Declaration shall not defeat or render invalid the lien of any
mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots,
but these covenants, conditions, and restrictions shall be binding upon and effective against any
such mortgage or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure,
trustee's sale or otherwise.

Section 5. Delay. No delay or omission on the part of Declarant, the Association, or the
Owners of other Lots in exercising any right, power or remedy herein provided in the event of
any breach of the covenants, conditions or restrictions herein contained shall be construed as a
waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be
brought or maintained by any one whatsoever against Declarant and no right of action except
specific performance shall accrue nor shall any other right of action be brought or maintained by
anyone whatsoever against the Association on account of their failure to bring any action on
account of any breach of these covenants, conditions, or restrictions, or for imposing restrictions
herein which may be unenforceable by Declarant or the Association.

ARTICLE XI
General Provisions

Section 1. Severability. Invalidation of any one or more of the provisions of this
Declaration by judgment or court order shall in no way affect any other provision which shall
remain in full force and effect.

Section 2. Duration and Amendment. The provisions of this Declaration shall run with
and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the
Association, and the Owners of all Lots subject to this Declaration, their respective legal
representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date
of the recording of this Declaration, after which time said provisions will be automatically
extended for successive periods of ten (10) years. Any of the provisions of this Declaration,
except the easements herein granted, may be amended by an instrument signed by Members
titled to cast not less than seventy-five percent (75%) of the votes of each class of Membership
and the Declarant. Easements herein granted and reserved shall not be amended except by
instrument signed and acknowledged by all of the Owners of the property concerned, and by the
Association. In addition to the number of votes required above, no substantive amendment shall
be made to Article IV of this Declaration without the prior consent of the City Council for the City of Lafayette, Oregon. All amendments must be recorded in the Deed Records or other appropriate records of Yamhill County, Oregon, to be effective.

Section 3. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by Declarant, in selling FRONTIER MEADOWS, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

Section 4. Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Property, or any other part of FRONTIER MEADOWS, or any Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association’s Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of FRONTIER MEADOWS, then the record owner of any mortgage or trust deed upon any part of said Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgagor of such property as a Member of the Association including the right to vote at all regular and special meetings of the Members of the Association for a period of one (1) year following the date of such notice. During said period of time, mortgagees shall be given notice of all regular and special meetings of the Association, and the Owner-mortgagor shall receive such notice also and may attend such meeting as an observer. Said notice shall quote this paragraph and shall be sent by certified United States mail, return receipt requested, to the Owner-mortgagor, with a copy by regular mail to the Association at the last known address of each.

Section 5. Loss of Property. In order to protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the repair or rebuilding of his Residence or other Structure after any loss to it.

Section 6. Notices. Unless otherwise 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, prepaid, to the last address provided to the Association in writing by the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Assignment. If the Declarant conveys its title all or part of the Lots to a third party and designates in such conveyance that such party shall be the successor Declarant then such successor Declarant shall have all duties, rights, powers, and reservations of the Declarant contained in this Declaration upon the acceptance and recording of such conveyance.
Section 8. Indemnification. From the Association’s assets on hand or obtainable by assessment, the Association hereby covenants and agrees to indemnify, hold harmless, and defend members of the Association’s Board of Directors, who by reason of being such, or as a result of the exercise of their duties as such, are a party or are threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative. Indemnification may be had for costs and expenses (including attorneys’ fees), judgments, and settlement payments, provided that the officer or director acted in good faith, in a manner they reasonably believed to be in the best interests of the Association and, in the case of criminal proceedings, had no reasonable cause to believe his or her conduct unlawful.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 19th day of October, 2015.

HOLT DISTRESSED PROPERTY FUND, 2010, L.P., a Delaware limited partnership

By: [Signature]

Its: [Title]

STATE OF WASHINGTON )
County of Clark ) ss.

I certify that I know or have satisfactory evidence that [Signature] signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Member of the Holt Distressed Property Fund, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 19, 2015.

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES APRIL 15, 2017

DECLARATION OF PROTECTIVE RESTRICTIONS
AFFECTING FRONTIER MEADOWS- 20
EXHIBIT A
FRONTIER MEADOWS

ATTACH LEGAL DESCRIPTION
EXHIBIT A

Legal Description

A portion Parcel 1 of Partition Plat 2004-15, located in the Southwest 1/4 of Section 6, Township 4 South, Range 3 West, Willamette Meridian, City of Lafayette, Yamhill County, Oregon being more particularly described as follows:

Beginning at a brass cap at the northeast corner of the Joel Perkins Donation Land Claim No. 39; thence along the east line of said Parcel 1 South 00°47'00" East 280.06 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along the west right-of-way line of Duniway Road (30.00 feet from centerline) along a non-tangent curve to the left (Radial: South 72°03'57" East) with a Radius of 604.96 feet, a Delta of 17°43'55"; a Length of 187.22 feet, and a Chord of South 09°04'05" West 186.48 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS" at the northeast corner of Lot 72 of the plat "Lafayette Highlands"; thence along the north line of said plat South 89°12'54" West 180.23 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS" at the northwest corner of Lot 70 of said plat; thence continuing along the north line of said plat North 81°56'49" West 85.74 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the northeast corner of Lot 47 of the plat "GREEN HIGHLANDS"; thence along the east line of said Lot 47 North 16°24'13" East 107.25 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the northeast corner thereof; thence along the east line of said plat "Green Highlands" North 06°03'59" East 48.32 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the southeast corner of Lot 1 of said plat; thence along the east line of said plat North 16°24'13" East 106.96 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the northeast corner thereof; thence along the north line of said plat North 73°35'47" West 903.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the northwest corner of Lot 16 of said plat; thence continuing along the north line of said plat North 71°48'24" West 48.02 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "RYDELL PLS 1437" at the northeast corner of Lot 17 of said plat; thence along the north line of Lot 17 of the plat "Green Highlands" and the north line of Lot 102 of the plat "Hamilton Estates No. 3" North 73°35'47" West 140.04 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS"; thence along the east line of Lot 119 of said plat "Hamilton Estates No. 3" North 11°31'39" East 105.38 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS"; thence along the east line of said plat North 00°19'31" West 52.21 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS"; thence along the north right-of-way line of E 16th street (25.00 feet from centerline) North 73°35'47" West 12.06 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "WESTLAKE CONSULTANTS"; thence along the east line of Lot 120 of said plat North 06°11'59" East 101.59 feet to a 5/8 inch iron rod with a
yellow plastic cap inscribed "WESTLAKE CONSULTANTS"; thence along the north line of said Parcel 1 South 73°35'47" East 1304.20 feet to the Point of Beginning.

The above described tract contains 9.05 acres, more or less.

04/09/15

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
MONTGOMERY B. HURLEY
58542LS
RENEWS: 6/30/15
EXHIBIT B
BYLAWS OF FRONTIER MEADOWS HOMEOWNERS ASSOCIATION

ARTICLE I
DEFINITIONS

Section 1 – Articles of Incorporation

“Articles of Incorporation” or “Articles” shall mean the articles of incorporation of Frontier Meadows Homeowners Association, incorporated herein by this reference.

Section 2 – Association

“Association” shall mean and refer to Frontier Meadows Homeowners Association, an Oregon non-profit corporation, its successors, and assigns.

Section 3 – Declarant

“Declarant” shall mean Holt Distressed Property Fund, 2010, L.P., a Delaware limited partnership.

Section 4 – Declaration

“Declaration” shall mean the Declaration of Protective Restrictions Affecting Frontier Meadows, to which these Bylaws are attached as an exhibit.

Section 5 - Incorporation by Reference

Except as otherwise provided herein, the terms which are defined in Article I of the Declaration have the same meaning in these Bylaws.

ARTICLE II
MEMBERSHIP

Section 1 – Membership

Members of the Association are classified according to Article III of the Declaration as follows: all Members are either Class A or Class B Members. Membership in the Association shall be governed by the Declaration and these Bylaws.

Section 2 – Membership List

The Secretary shall maintain at the principal office of the Association a membership list showing the name, address, and membership date of the Owner and lessee (if any) of each Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, lease, or other evidence reasonably acceptable to the Board of Directors.
ARTICLE III
MEETINGS AND VOTING

Section 1 – Place of Meetings

Meetings of Members of the Association shall be held at such place in Yamhill County, Oregon convenient to the Members as may be designated in the notice of the meeting.

Section 2 - Annual Meeting

The annual meeting of the Members for the election of the Directors and for the transaction of such other business as may properly come before the meeting shall be held at such hour and on such day during the month of February or such month of each year as the President may designate, or if the President shall fail to designate a date by the first of January then at 7:30 p.m. on the last Monday in February. The initial meeting of the Members shall be held as provided for in the Declaration.

Section 3 – Special Meetings

A special meeting of the Association may be called at any time by the President or by a majority of the members of the Board of Directors. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from Members who are entitled to vote twenty-five percent (25%) of the votes of the membership.

Section 4 - Notice of Meeting

(a) Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the Member at his most recent address as it appears on the records of the Association.

(b) When a meeting is adjourned for thirty (30) days or more, or when a predetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5 – Quorum

At any meeting of the Association, Members having twenty percent (20%) of the votes entitled to be cast at such meeting, present, in person or by proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a Member or Members. If any meeting of Members cannot be organized because of a lack of quorum, the Members who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum is present.
Section 6 – Voting Rights

On all matters upon which the Members are entitled to vote, each Class A and Class B Member shall have the number of votes determined under Article III, the Declarations.

Section 7 – Joint Ownership

When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The vote or consent of any one or more of the such joint Owners shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 8 – Proxies

Every Member entitled to vote or to execute any waiver or consent may do so either in person or by written proxy duly executed and filed with the Secretary of the Association. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale by the Member of the Lot or Lots upon which the proxy is based.

Section 9 – Majority Vote

The vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

Section 10 – Ballot Meetings

At the discretion of the Board of Directors, any matter which might come before the Association at a meeting, including election of Directors, may be determined by proxy ballot, rather than at a formal gathering. Ballots shall be sent to all Owners entitled to vote in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting rights is required by law, the Declaration, or these Bylaws. The vote of a ballot meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots. Within ten (10) days after the ballots have been counted, each Owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned.

Section 11 – Conduct of Meetings

All meetings of Members shall be conducted in substantial compliance with Roberts’ Rules of Order, as such rules may be amended and supplemented from time to time.
ARTICLE IV
DIRECTORS

Section 1 – Numbers and Qualification

The affairs of the Association shall be governed by a Board of Directors. Prior to the first annual meeting of the Members after Declarant has conveyed title to all of the Lots, the Board shall consist of one (1) Director who shall be appointed by Declarant. Subsequent to the annual meeting referenced herein, or in the event Declarant elects to conduct such meeting on an earlier date, there shall be three (3) Directors, but the number of Directors may be increased or decreased to any number from time to time by amendment of these Bylaws. Directors shall serve for a term of two (2) years, provided however that at the first meeting of the Members, the Directors elected shall be elected for a one-year, two-year and three-year term respectively. Directors may be removed by majority vote of the Members with or without cause. If any directorship shall become vacant by reason of death, resignation, removal, disqualification, or any other cause, the remaining Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

Section 2 – Election of Directors

The members shall elect directors at the Association’s annual meetings by majority vote. The terms of the Directors shall be staggered so that the same number of directors are elected at each meeting to the extent possible. Directors may be elected for successive and any number of terms.

Section 3 – Powers

The Board of Directors shall exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the Members in the Declaration, Articles of Incorporation, or these Bylaws.

Section 4 – Meetings

(a) Meetings of the Board of Directors shall be held at such a place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

(b) Annual meetings of the Board of Directors shall be held without notice immediately following adjournment of the annual meetings of the Members.

(c) Special meetings of the Board of Directors for any purposes may be called at any time by the President or by any two (2) Directors.

(d) All meetings of the Board of Directors will be open to all of the Owners.

Section 5 – Notice of Special Meetings

(a) Notice of the time and place of special meetings shall be given to all of the Directors either orally or delivered in writing personally at least twenty-four (24) hours before the
meetings. Notice shall be sufficient if actually received at the required time or if mailed or faxed not less than seventy-two (72) hours before the meeting. Notice mailed or faxed shall be directed to the address shown on the corporate records or to the Director's actual address as ascertained by the person giving the notice.

(b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned.

(c) Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6 – Quorum and Vote

(a) A majority of the Directors shall constitute a quorum for the transaction of business. A minority of the Directors, in the absence of a quorum, may adjourn from time to time but may not transact business.

(b) The action of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 7 – Compensation

No Director shall receive any compensation for acting as such.

Section 8 – Insurance

The Board may purchase and maintain insurance on behalf of any Director against any liability incurred by such Director in such capacity as described in Article XI, Section 8 of the Declaration, if such insurance is available at a cost and on terms which the Board determines to be reasonable.

ARTICLE V
OFFICERS

Section 1 – Designation and Qualification

The officers of the Association shall be the President, the Secretary, and the Treasurer and such other subordinate officers as the Board of Directors shall from time to time appoint. Any two (2) offices may be held by the same person except the office of President and Secretary.

Section 2 – Appointment

The officers of the Association shall be appointed by the Board of Directors and will serve until they are removed or resign. Board Members may simultaneously serve as officers.
Section 3 – Removal and Resignation

(a) Any officer may be removed upon the affirmative vote of a majority of the Board of Directors whenever in their judgment the best interest of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officers so removed.

(b) Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided that the Board of Directors may reject any post-dated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

Section 4 – President

The President shall be the chief executive officer of the Association and shall, subject to the controls of the Board of Directors, have general supervision, direction, and control of the business and affairs of the Association. The President shall preside at all meetings of the members. The President shall be an ex officio member of the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors, the Declaration, or these Bylaws.

Section 5 – Secretary

(a) The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of Directors and Members showing the time and place of meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at Directors’ meetings, the number of Members present or represented at members’ meetings, and the proceeding thereof. In the absence or disability of the President, the President’s duties and powers shall be performed and exercised by the Secretary as designated by the Board of Directors.

(b) The Secretary shall give or cause to be given such notice of the meetings of the Members and of the Board of Directors as is required by the Declaration, these Bylaws, or by law. The Secretary shall sign the minutes of all meetings of the Members and Board of Directors and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors, the Declaration, or these Bylaws.

Section 6 – Treasurer

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, and disbursements. The books of accounts shall at all reasonable times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name of and to the credit of the Association with such depositories as
may be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and the Directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Declaration, or these Bylaws.

Section 7 – Compensation of Officers

No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer unless such compensation is authorized by a resolution duly adopted by the Members. The Board of Directors may fix compensation to be paid to other officers.

ARTICLE VI
EXECUTIVE AND OTHER COMMITTEES

Section 1 – Transition Advisory Committee

The Board shall form a transitional advisory committee as required under Article III, Section 3 of the Declaration in order to provide for the transition of administrative control of the Association.

Section 2 – Committees

Subject to the law, the provision of the Articles of Incorporation, the Declaration, and these Bylaws, the Board of Directors may appoint an executive committee, an Architectural Control Committee, and such other committees as may be necessary from time to time, consisting of such number of its members and having such powers as it may designate. Such committees shall hold office at the pleasure of the Board.

ARTICLE VII
MAINTENANCE ASSESSMENTS, RECORDS, AND REPORTS

Section 1 – Maintenance Assessments

The Association, through its Board of Directors or managing agent, if any, shall do the following:

(a) Maintain, or provide for the maintenance of, the Common Areas as provided in the Declaration; including replenishment of the reserve account established for the maintenance of the Common Areas to the amount required by the City of Lafayette.

(b) Assess and collect from every Owner assessments in the manner described in the Declaration.

(c) From time to time and at least annually, prepare a budget for the Association, and deliver a summary of that budget within thirty (30) days of preparation to all Members. The budget shall estimate the common expenses expected to be incurred with adequate allowance for reserves for general maintenance; determine whether the annual maintenance assessment should
be increased or decreased; estimate the expenses necessary to keep the stormwater system and other private utilities on the subject real property in good condition and proper working order and within the minimum fund value provided for in the Declaration; and report the same to the membership at the annual meeting; and, where appropriate, make adjustments in maintenance assessments and the Reserve Account.

(d) Enforce the maintenance assessments in the manner provided in the Declaration.

(e) Keep records of the receipts and expenditures affecting the funds of the Association; maintain an assessment roll showing the amount of each assessment against each Owner, the amounts paid upon the account and the balance due on the assessments; give each Member written notice of each assessment at least thirty (30) days prior to the time when such assessment shall become due and payable; and promptly provide any Member who makes a request in writing with a written statement of his unpaid assessments.

(f) Perform such other duties as designated by the Board.

(g) Employ or contract with personnel reasonably required to perform any of the above obligations.

Section 2 – Records

The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors, and committees having any authority of the Board of Directors.

Section 3 – Inspection of Books and Records

All books and records of the Association may be inspected by any Member, or his agent or attorney, and by any holder of a first mortgage on a Lot for any proper purpose at any reasonable time.

Section 4 – Certification and Inspection of Declaration and Bylaws

The original or a copy of the Declaration, the Bylaws, and any amendments thereto, certified by the Secretary, shall be open to inspection by the Members and Directors in the manner and to the extent required by law.

Section 5 – Checks, Drafts, Etc.

All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 6 – Execution of Documents

The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or
execute any instrument in the name of and on behalf of the Association. Such authority may be
general or confined to specific instances. Unless so authorized by the Board of Directors, no
officer, agent, or employee shall have any power or authority to bind the Association by any
contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any
amount.

Section 7 - Reports and Audits

An annual report of the receipts and expenditures of the Association shall be rendered by
the Board of Directors to all Members and to all holders of mortgages on Lots who have
requested the same promptly after the end of each fiscal year. From time to time the Board of
Directors, at the expense of the Association, may obtain an audit of the books and records
pertaining to the Association either at the discretion of the Board of Directors or as may be
required by ORS 94.670. At any time any Member or holder of a mortgage may, at his own
expense, cause an audit or inspection to be made of the books and records of Association. At the
end of each fiscal year, the Board shall prepare and distribute to each Member an annual
financial statement consisting of a balance sheet and income and expenses statement for the
preceding fiscal year.

Section 8 - Insurance

The Board of Directors, acting on behalf of the Association, shall maintain all such
insurance required by the Declaration and the Oregon Planned Community Act (ORS 94.550. et.
al.).


ARTICLE VIII

TURNOVER OF ADMINISTRATIVE CONTROL

The turnover meeting required by ORS 94.609 will be held in accordance with Article III
of the Declaration. If the Declarant does not call for the turnover meeting as required by Article
III of the Declaration, any Owner may call for such meeting.

ARTICLE IX

GENERAL PROVISIONS

Section 1 – Seal

The Board of Directors may, by resolution, adopt a corporate seal.

Section 2 – Notice

All notices to the Association or to the Board of Directors shall be sent care of the
managing agent, or if there is no managing agent, to the principal office of the Association or to
such other address as the Board of Directors may hereafter designate from time to time. All
notices to Members shall be sent to such address as may have been designated by the Member
from time to time in writing to the Board of Directors, or in the absence of same to such
Member’s last known address.
Section 3 – Waiver of Notice

Whenever any notice to any Member or Director is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

Section 4 – Action Without Meeting

Any action which the law, the Declaration, the Articles of Incorporation, or the Bylaws require or permit the Members or Directors to take at any meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all of the Members or Directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Members or Directors, shall be filed in the records of minutes of the Association.

Section 5 – Conflicts

These Bylaws are intended to comply with the Oregon Nonprofit Corporation Act, the Declaration, the Articles of Incorporation, as amended. In the case of any irreconcilable conflict, such statutes and documents shall control over these Bylaws.

ARTICLE X
CONSENT TO AMENDMENT

Section 1 – Proposal

Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by Members having one-third (1/3) of the votes of the membership. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2 – Adoption

A proposed amendment may be adopted at a regular or special meeting of the Members called for that purpose at which a quorum is present by majority vote of those present in person or by proxy at such meeting, provided, however, that those provisions of these Bylaws which are governed by the Declaration or the Articles of Incorporation of the Association may not be amended except as provided in those documents.

Section 3 – Recording

Once adopted, such amendment shall be copied in the appropriate place of the Book of Minutes of the Association containing the original Bylaws. If any bylaw is repealed, the fact of such repeal and the date on which the repeal occurred shall be stated in such book and place. Further, if these Bylaws are recorded in the official records of any state or local government, any such amendment shall be similarly recorded.
IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of October, 2015.

FRONTIER MEADOWS HOMEOWNERS ASSOCIATION, an Oregon non-profit corporation

By: Greg Kubicek
Its: President

STATE OF Washington ss.
COUNTY OF Clark ss.

I certify that I know or have satisfactory evidence that ________ signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the President of Frontier Meadows Homeowners Association, an Oregon non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 19, 2015.

Kirst A. Harvill-Sorter
NOTARY PUBLIC In and for the
State of Washington
Residing in Vancouver
My Commission Expires: 4-15-17

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2017
FRONTIER MEADOWS HOA DECLARATION

OPERATION AND MAINTENANCE MANUAL

FRONTIER MEADOWS STORMWATER FACILITIES
CITY OF LAFAYETTE, OR

PREPARED BY
AKS
ENGINEERING & FORESTRY
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
P (503) 563-6151

December 2014
Revised: May 2015
August 2015
TABLE OF CONTENTS

1. Description of Stormwater Facilities and Related Storm Drainage Structures

2. Inspection and Maintenance Schedule

3. Inspection and Maintenance Procedures

Appendix

A. Vicinity and Site Maps

B. Inspection and Maintenance Log

C. Sample Inspection and Maintenance Log (for reference only)

References

A. Frontier Meadows Final Stormwater Report (October 2014) – Prepared by: AKS Engineering & Forestry, LLC.
FRONTIER MEADOWS HOA DECLARATION

1. Description of Stormwater Facilities and Related Storm Drainage Structures

Stormwater Facilities

➢ **Drainage Ditch:** Drainage ditches are open channels created by excavation, berms, or retaining walls. Their primary purpose is to provide collect surface stormwater runoff.

➢ **Extended Dry Pond:** Extended dry ponds are vegetated depressions created by excavation, berms, or retaining walls to provide for short-term ponding of surface water while it is slowly released into the downstream conveyance system. Their primary purpose is to pond water to provide water quality treatment through vegetation and allow time for sediment, heavy metals, and other pollutants to settle out of the water column. These ponds also provide water quantity control by regulating the release of surface water runoff into the downstream conveyance system.

Stormwater Facility Related Storm Drainage Structures

➢ **Ditch Inlets:** Ditch inlets are placed at locations to collect stormwater runoff in open channels (ditches, swales, etc.), and convey flow into the storm drainage system and/or directly to stormwater facilities. Ditch inlets are also utilized in extended dry ponds (as outlet structures) to convey flows from these facilities during peak storm events.

➢ **Area Drains:** Area drains are placed at locations to collect stormwater runoff from low points in impervious and pervious surfaces, and convey flow into the storm drainage system and/or directly to stormwater facilities.

➢ **Sedimentation Manhole:** Sedimentation manholes are used to settle out sediments and separate oils and greases from the water before it is conveyed into the storm drainage system and/or stormwater facilities.

➢ **Storm Drainage Pipe System:** The storm drainage pipe system includes all underground storm drainage conveyance pipes.

Other Facilities

➢ **Retaining Wall:** The retaining walls are structures designed to retain unnatural slopes. The wall consists of segmental modular concrete blocks, crushed rock base and backfill, and drainage piping.

2. Inspection and Maintenance Schedule

Maintenance of stormwater system components is the key to a successful stormwater plan. The following inspection scheduling guidelines shall be used for maintenance of the stormwater system:

Operations and Maintenance Manual
Frontier Meadows Stormwater Facilities
AKS Engineering & Forestry, LLC.

AKS#3525
1. Visual inspection of the entire stormwater system twice per year and within 72 hours after all major storm events for evidence of system problems. For this purpose, a major storm event shall be 1 inch of rain in a 24 hour period.

2. All facilities and structures shall be cleaned and maintained annually. Additional cleaning and maintenance shall occur as determined necessary during routine inspections. Pond and ditch cleaning shall occur annually as necessary during summer months utilizing tracked equipment or in spring utilizing a vectortruck.

3. Vegetation shall be maintained as-required to prevent the growth vegetation which can obstruct the flow of surface water. Re-establish vegetation as required to minimize exposed soils.

4. Sedimentation manholes shall be inspected monthly and cleaned as needed to prevent sediment from exceeding the sump depth. As a minimum, manholes shall be cleaned annually by vectortruck.

5. Inspect retaining wall annually.

6. The facility owner shall keep a maintenance log that includes written records of all inspection dates, observations, and maintenance activities for all facilities.

3. Inspection and Maintenance Procedures

General Inspection and Maintenance Procedures

Source Control

- Source control measures shall be taken to prevent pollutants from mixing with stormwater. Typical source control measures include raking and removing leaves, limited and controlled application of fertilizers, herbicides, and pesticides, and other good housekeeping practices.

Spill Prevention

- Spill prevention measures shall be exercised when handling substances that can contaminate stormwater. Exercise caution when handling substances that can contaminate stormwater.

- Activities that pose the chance of hazardous material spills shall be conducted away from stormwater collection facilities and structures.

- A general purpose spill kit should be provided on site at a specific location that has been identified by the facility owner, property owner, and tenants.

- Contact the facility owner immediately if a hazardous material spill is observed or identified.
• The release of pollutants shall be corrected and cleaned as soon as observed or identified.

• Hazardous material spills shall be reported and corrected, as required, in accordance with all Federal, State, Regional, and Local jurisdictional requirements and standards.

• Water, oil, sediment, and other debris and contaminants removed from the storm drainage system during maintenance activities shall be removed, tested, and disposed of in accordance with Federal, State, Regional, and Local regulations and requirements.

Training and Written Guidance Information

• A copy of this Operations and Maintenance Manual shall be provided to all facility managers and staff.

Insects and Rodents

• Insects and rodents shall not be harbored in stormwater facilities, structures, or pipes. Pest control measures shall be implemented when insects and/or rodents are identified.

• Pesticides or other chemical sprays shall be applied only if absolutely necessary. Pesticides and other chemical spray formulas shall be selected and applied by a licensed individual or contractor.

• Holes and burrows in the ground adjacent to stormwater facilities and structures shall be filled and compacted.

Specific Inspection and Maintenance Procedures

Stormwater Facilities

➢ Extended Dry Pond

• These facilities release most stormwater within 48 hours after a storm event. If significant ponding is observed after that time, the following sources of possible clogging shall be identified, inspected, and corrected:

  • Outlet structures, flow control manholes, and sedimentation manholes shall be cleared of sediment and debris.

  • Facilities shall be raked and, if necessary, sources of potential sediment and debris shall be identified and prevented.

  • Overgrown vegetation shall be cut to allow unobstructed overland flow of water through the facility and into pond outlet structure.

  • Damaged pipe and/or structures shall be repaired or replaced.
• Litter and debris in and around the basin shall be removed.

• Sediment accumulation over one-foot shall be removed with minimum damage to vegetation and structures using proper removal and erosion control measures.

• Check facility fence and gate for structural stability and missing or broken parts.

• Check access roadway for obstructions, settlement, soft spots, ruts and excessive weed cover or woody growth that may block vehicular access.

• Vegetation shall be evaluated. Proper irrigation shall be provided to ensure plant survival, especially during the establishment period. If additional vegetation is needed to maintain ground cover and fill in bare spots, then plantings shall be installed. A landscape architect or designer may need to be consulted.

• Invasive vegetation in and around the pond shall be removed immediately.

• Pesticides, herbicides or other chemical sprays shall be applied only if absolutely necessary by a certified applicator.

➤ Drainage Ditches

• These facilities release stormwater as a storm event is occurring. If water backup or ponding is observed, the following sources of possible clogging shall be identified, inspected, and corrected:
  • Facilities shall be raked and, if necessary, sources of potential sediment and debris shall be identified and prevented.
  • Overgrown vegetation shall be cut to allow unobstructed overland flow of water through the facility and into pond outlet structure.
  • Litter and debris in and around the basin shall be removed.
  • Sediment accumulation over one-foot shall be removed.
  • Inspect fence to ensure debris accumulation has not impacted the flow of surface water into the ditch.

• Invasive vegetation in and around the swale shall be removed immediately.

• Pesticides, herbicides or other chemical sprays shall be applied only if absolutely necessary.

Stormwater Facility Related Storm Drainage Structures
➢ **Ditch Inlets**

- Identify any obstructions, debris, oil, and grease and remove upon discovery.
- Remove grit and sediment from the sump at the bottom of the structure.
- Check for debris and/or sediment accumulation around the inlet and remove upon discovery. Evaluate upland causes (erosion, surface or root debris, etc.) and take preventative action.
- Inspect the structure and grate for cracks, leaks, and other damage. Repair or replace as necessary.
- The removal of debris, sediment, oil, grease, etc. and other maintenance activities shall be conducted in a manner that does not allow sediment or contaminants to leave the structure and enter the storm drainage conveyance system. This may require the temporary capping/plugging of the structures outlet pipe during cleaning and maintenance. Ensure that all caps and plugs are removed following cleaning and maintenance activities.
- Cleaning shall be done without the use of detergents or surfactants.

➢ **Area Drains**

- Identify any obstructions, debris, oil, and grease and remove upon discovery.
- Remove grit and sediment from the sump at the bottom of the structure.
- Check for debris and/or sediment accumulation around the inlet and remove upon discovery. Evaluate upland causes (erosion, surface or root debris, etc.) and take preventative action.
- Inspect the structure and grate for cracks, leaks, and other damage. Repair or replace as necessary.
- The removal of debris, sediment, oil, grease, etc. and other maintenance activities shall be conducted in a manner that does not allow sediment or contaminants to leave the structure and enter the storm drainage conveyance system. This may require the temporary capping/plugging of the structures outlet pipe during cleaning and maintenance. Ensure that all caps and plugs are removed following cleaning and maintenance activities.
- Cleaning shall be done without the use of detergents or surfactants.

➢ **Sedimentation Manhole**

- Identify any obstructions, debris, oil, and grease and remove upon discovery.
• Remove grit and sediment from the sump at the bottom of the structure utilizing a vacor truck.

• Inspect the structure for cracks, leaks, and other damage. Repair or replace as necessary.

• The removal of debris, sediment, oil, grease, etc. and other maintenance activities shall be conducted in a manner that does not allow sediment or contaminants to leave the structure and enter the storm drainage conveyance system. This may require the temporary capping/plugging of the structures outlet pipe during cleaning and maintenance. Ensure that all caps and plugs are removed following cleaning and maintenance activities.

• Cleaning shall be done without the use of detergents or surfactants.

➤ Storm Drainage System Pipe

• Inspect for clogging or leaks at all connections to roof drains or structures and at all cleanout locations.

• Inspect for pipe damage and repair or replace as necessary. This may require periodic video tests of underground pipe.

• The removal of clogged material and maintenance activities shall be conducted in a manner that does not allow sediment or contaminants to leave the structure and enter the storm drainage conveyance system. This may require the temporary capping/plugging of the downstream structures outlet pipe during cleaning and maintenance. Ensure that all caps and plugs are removed following cleaning and maintenance activities.

Other Facilities

➤ Retaining Walls

• Visually inspect ground surface for settling or movement above or below the retaining wall.

• Blocks are installed in near-level courses. Visually inspect course lines for irregularities.

• Block retaining walls are installed with vertical batter (top of the wall leans into the slope). Visually inspect the vertical plane of the wall to ensure batter is maintained.

• Visually inspect fence for damage or gaps which could present a fall hazard.

• Visually inspect wall drains to ensure free flow of water.
APPENDIX A

Vicinity and Site Maps
APPENDIX B

Inspection and Maintenance Log
Stormwater Facilities and Storm Drainage System Component Checklist

For each inspection date complete an Inspection and Maintenance Report

<table>
<thead>
<tr>
<th>Inspection Date</th>
<th>Inspected By</th>
<th>Components / ID Numbers</th>
<th>Site Acceptance / List Report Date for Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## INSPECTION & MAINTENANCE REPORT

**STORMWATER FACILITIES AND RELATED STORM DRAINAGE STRUCTURES**

<table>
<thead>
<tr>
<th>Frontier Meadows</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component Type:</td>
<td></td>
</tr>
<tr>
<td>Component ID Numbers:</td>
<td></td>
</tr>
<tr>
<td>Component Type:</td>
<td></td>
</tr>
<tr>
<td>Component ID Numbers:</td>
<td></td>
</tr>
<tr>
<td>Component Type:</td>
<td></td>
</tr>
<tr>
<td>Component ID Numbers:</td>
<td></td>
</tr>
</tbody>
</table>

**General Inspection and Maintenance**

*Perform all inspection and maintenance per the Operation and Maintenance Manual.*

### Condition of Vegetation

- Height, survival rates, invasive species present, damage from trees. Record observations, maintenance management, and replacement (mowing, weeding, etc.).

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Condition of Physical Properties

- Fences, irrigation, access, signage, pests, etc. Record observations, maintenance management, damaged items, and replacement activities.

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Water Levels / Conditions

- Performance, and observations, oil sheen, smell, turbidity, ponding, etc.

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Condition of Physical Elements

- Inlets, outlets, piping, grates, paver blocks, structures, etc. Record damaged items and repair and replacement activities.

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Sediment / Debris Accumulation, Record of Removal, and Preventative Measures taken:

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Presence of Insects & rodents, Record of Control Activities, and Preventative Measures taken:

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Identified Safety Hazards and Record of Resolution Activities.

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

### Other Comments:

<table>
<thead>
<tr>
<th>Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>
### General Inspection and Maintenance

Perform all inspection and maintenance per the Operation and Maintenance Manual.

#### Condition of Vegetation

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Height, survival rates, invasive species present, damage from trees. Record observations, maintenance management, and replacement (mowing, weeding, etc).</td>
</tr>
<tr>
<td>Vegetation appeared satisfactory. No invasive species present.</td>
<td></td>
</tr>
</tbody>
</table>

#### Condition of Physical Properties

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fences, irrigation, access, signage, pests, etc. Record observations, maintenance management, damaged items, and replacement activities.</td>
</tr>
<tr>
<td>Fence &amp; facility appeared satisfactory.</td>
<td></td>
</tr>
</tbody>
</table>

#### Water Levels / Conditions

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Performance, and observations, odors, smell, turbidity, ponding, etc.</td>
</tr>
<tr>
<td></td>
<td>Water flow was high and turbid. A significant amount of suspended sediment was observed.</td>
</tr>
<tr>
<td></td>
<td>It appeared that runoff from the field north of the site contributed to the turbidity.</td>
</tr>
</tbody>
</table>

#### Condition of Physical Elements

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inlets, outlets, pipes, grates, paver blocks, structures, etc. Record damaged items and repair and replacement activities.</td>
</tr>
<tr>
<td></td>
<td>All structures appeared to be flowing freely and functioning properly.</td>
</tr>
</tbody>
</table>

#### Sediment / Debris Accumulation, Record of Removal, and Preventative Measures taken:

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Could not see sumps of structures. A grade rod was used to &quot;feel&quot; the sumps. Significant amounts of sediment was observed in the sumps. A vector truck cleaning was scheduled for last week, weather dependent.</td>
</tr>
</tbody>
</table>

#### Presence of insects & rodents, Record of Control Activities, and Preventative Measures taken:

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No rodent/vector issues seen.</td>
</tr>
</tbody>
</table>

#### Identified Safety Hazards and Record of Resolution Activities.

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No safety issues seen.</td>
</tr>
</tbody>
</table>

#### Other Comments:

<table>
<thead>
<tr>
<th>Component</th>
<th>Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inspection was due to 2-year rain event.</td>
</tr>
</tbody>
</table>
APPENDIX C

Sample Inspection and Maintenance Log
(for reference only)
### Stormwater Facilities and Storm Drainage System Component Checklist

For each inspection date complete an Inspection and Maintenance Report

<table>
<thead>
<tr>
<th>Inspection Date</th>
<th>Inspected By</th>
<th>Components / ID Numbers</th>
<th>Site Acceptance / List Report Date for Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/18/2014</td>
<td>NG</td>
<td>All</td>
<td>Exceptions - See 11/25/14 Report</td>
</tr>
<tr>
<td>11/21/2014</td>
<td>-</td>
<td>Ditch Inlet and Sedimentation Manholes</td>
<td>Annual maintenance - Sediment removed from sediment manholes and ditch inlets by vacuum truck</td>
</tr>
<tr>
<td>11/25/2014</td>
<td>NG</td>
<td>Ditch Inlet and Sedimentation Manholes</td>
<td>Acceptable</td>
</tr>
<tr>
<td>5/1/2015</td>
<td>-</td>
<td>Extended dry detention basin and ditches</td>
<td>Maintenance - landscaper trimmed vegetation</td>
</tr>
<tr>
<td>5/19/2015</td>
<td>NG</td>
<td>All</td>
<td>Acceptable</td>
</tr>
</tbody>
</table>
# INSPECTION & MAINTENANCE REPORT
**STORMWATER FACILITIES AND RELATED STORM DRAINAGE STRUCTURES**

**Project Name:** Frontier Meadows
**Component Type:** Sedimentation Manholes
**Component ID Numbers:**
**Component Type:** Ditch Inlet
**Component ID Numbers:**
**Component Type:** Ditch & Pond
**Component ID Numbers:**

## General Inspection and Maintenance
*Perform all inspection and maintenance per the Operation and Maintenance Manual.*

<table>
<thead>
<tr>
<th>Condition of Vegetation</th>
<th>Height, survival rates, invasive species present, damage from trees. Record observations, maintenance management, and replacement (mowing, weeding, etc).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>NA</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition of Physical Properties</th>
<th>Fences, irrigation, access, signage, pests, etc. Record observations, maintenance management, damaged items, and replacement activities.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>NA</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Levels / Conditions</th>
<th>Performance, and observations, color, smell, turbidity, ponding, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>Water flow was low. No significant suspended sediment was seen.</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition of Physical Elements</th>
<th>Inlets, outlets, piping, grates, paver blocks, structures, etc. Record damaged items and repair and replacement activities.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>NA</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

**Sediment / Debris Accumulation, Record of Removal, and Preventative Measures taken:**
- Component: Sumps were vector cleaned of sediment. Sediment was hauled offsite.
- Component: Sediment in ditch and pond appeared to be ±0.1" of accumulation.

**Presence of insects & rodents, Record of Control Activities, and Preventative Measures taken:**
- Component: NA
- Component:
- Component:
- Component:

**Identified Safety Hazards and Record of Resolution Activities:**
- Component: NA
- Component:
- Component:
- Component:

**Other Comments:**
- Inspection was for documentation of sediment cleaning activities and verifying that accumulated sediment in ditch and pond did not exceed recommended amount.
**INSPECTION & MAINTENANCE REPORT**

**STORMWATER FACILITIES AND RELATED STORM DRAINAGE STRUCTURES**

**Project Name:** Frontier Meadows

**Component Type:** Sedimentation Manholes

**Component ID Numbers:**

**Component Type:** Ditch Inlet

**Component ID Numbers:**

**Component Type:** Ditch & Pond

**Component ID Numbers:**

---

**General Inspection and Maintenance**

*Perform all inspection and maintenance per the Operation and Maintenance Manual.*

<table>
<thead>
<tr>
<th>Condition of Vegetation</th>
<th>Height, survival rates, invasive species present, damage from trees. Record observations, maintenance management, and replacement (mowing, weeding, etc).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>Vegetation appeared satisfactory. Himalayan blackberry was seen in ditch and pond. Blackberry removal was done by-hand.</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition of Physical Properties</th>
<th>Fences, irrigation, access, signage, pests, etc. Record observations, maintenance management, damaged items, and replacement schemes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>Fence &amp; gate appeared satisfactory. The lock was sticky and was lubricated with WD-40.</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Levels / Conditions</th>
<th>Performance, and observations, odour, smell, turbidity, ponding, etc. Record observations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>Water flow was very low and appeared clear and free of sediment/contaminants.</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition of Physical Elements</th>
<th>Inlets, outlets, pipe, grates, sewer blocks, structures, etc. Record damaged items and repair and replacement activities.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component</td>
<td>No obstructions seen at pipe inlets. Some sticks were seen blocking ditch inlet grate and were removed by hand.</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
</tbody>
</table>

**Sediment / Debris Accumulation, Record of Removal, and Preventative Measures taken:**

| Component                        | Sediment in ditch and pond appeared negligible. A small amount of sediment was seen in ditch and sedimentation manholes and was removed by-hand and disposed of. |
| Component                        |                                                                                                                                  |

**Presence of insects & rodents, Record of Control Activities, and Preventative Measures taken:**

| Component                        | No rodent/vector issues seen.                                                                                                     |
| Component                        |                                                                                                                                  |
| Component                        |                                                                                                                                  |

**Identified Safety Hazards and Record of Resolution Activities:**

| Component                        | No safety issues seen.                                                                                                            |
| Component                        |                                                                                                                                  |
| Component                        |                                                                                                                                  |
| Component                        |                                                                                                                                  |

**Other Comments:** Inspection was due to 6-month scheduled interval.
FRONTIER MEADOWS
A REplat OF A PORTION PARCEL 1 OF PARTITION PLAT 2004-15, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MILLAMETE MERIDIAN, CITY OF LAFAYETTE, YAMHILL COUNTY, OREGON
JULY 27, 2015

DECLARATION
KNOW ALL MEN AND PEOPLE OF THESE PRESENTS THAT HOLT DISTRESSED PROPERTY FUND 2010 LP, IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP OF "FRONTIER MEADOWS" AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR’S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED INTO LOTS, TRACTS AND STREETS, AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NAMED ON SAID MAP AND DOES HEREBY DEED TO THE PUBLIC FOR PUBLIC USE ALL STREET RIGHTS OF WAY AS SHOWN ON SAID MAP. TRACT A IS HEREBY CONNECTED TO THE FRONTIER MEADOWS HOMEOWNERS ASSOCIATION.

GREG HENDRIX, MEMBER
HOLT MANAGEMENT, LLC, GENERAL PARTNER
HOLT DISTRESSED PROPERTY FUND 2010 LP

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF YAMHILL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 8/18/15, BY GREG HENDRIX, MEMBER OF MANAGEMENT, LLC, GENERAL PARTNER OF HOLT DISTRESSED PROPERTY FUND 2010 LP.

SIGNATURE
NOTARY PUBLIC
KARI A. HARWELL-SORTER
COMMISSION NUMBER: NA
MAY EGRESS 4/15/17

PLAT NOTES
1. THIS PLAT IS SUBJECT TO CONDITIONS OF APPROVAL PER CITY OF LAFAYETTE PLANNING FILE NO. SUB 2012-01.
2. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS PER DOCUMENT NUMBER 2015-01, YAMHILL COUNTY DEED RECORDS. THIS AGREEMENT AGREEMENT DOES NOT HAVE A SPECIFIC LOCATION.
3. THE PUBLIC UTILITY EASEMENT PER DOCUMENT NUMBER 2015-01, YAMHILL COUNTY DEED RECORDS SHALL AUTOMATICALLY TERMINATE UPON THE RECORDINGS OF THIS PLAT, PER SAID DOCUMENT. PUBLIC RIGHT-OF-WAY, PRIVATE STORM DRAINAGE EASEMENTS TO THE FRONTIER MEADOWS HOMEOWNERS ASSOCIATION HAVE BEEN GRANTED IN PLACE OF THIS EASEMENT.
4. THE PORTION OF THE STORM WATER DRAINAGE EASEMENT PER DOCUMENT NUMBER 2015-01, YAMHILL COUNTY DEED RECORDS SHALL AUTOMATICALLY TERMINATE UPON THE RECORDINGS OF THIS PLAT, PER SAID DOCUMENT. PRIVATE STORM DRAINAGE EASEMENTS TO THE FRONTIER MEADOWS HOMEOWNERS ASSOCIATION HAVE BEEN GRANTED IN PLACE OF THIS EASEMENT.
5. TRACT A IS A SUBJEC TO A STORM DRAINAGE AND ACCESS EASEMENT TO THE CITY OF LAFAYETTE.
6. ALL YARD SEALS SHALL BE MEASURED FROM CITE AND LINE EASEMENT LINES.
7. ALL GARAGE SETBACKS SHALL BE 10.00 FEET FROM THE PROPERTY OR RIGHT-OF-WAY LINE.