DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTERS GLEN

CITY OF SHERIDAN, YAMHILL COUNTY, OREGON

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HUNTERS GLEN, CITY OF SHERIDAN, YAMHILL COUNTY,
OREGON (the "Declaration" or "CC&Rs") is hereby made and executed this 17th
day of MARCH 1999 by NORSE WOODS/HUNTERS GLEN L.L.C., an Oregon limited
liability company (the "Declarant").

RECITALS

WHEREAS Declarant is the Owner of all that certain real property located in Yamhill
County, Oregon, which has been platted and designated as Hunters Glen, according to the map and
plat thereof on file with and recorded in Plat Book INST., pages 199907314, on
APRIL 4th, 1999, in the Yamhill County Records; and

WHEREAS Declarant desires to subject Hunters Glen to the conditions, covenants and
restrictions contained herein for the benefit of Hunters Glen and its present and subsequent Owners.

NOW THEREFORE, Declarant hereby declares that the Property described herein,
commonly known as "Hunters Glen" is and shall be held upon and conveyed subject to the
covenants, conditions and restrictions, easements, reservations and charges hereinafter set forth.
Each buyer of a Lot or Home in Hunters Glen agrees to be bound by these covenants and
restrictions and shall so indicate in writing prior to closing on the purchase of a Lot or Home in
Hunters Glen. This Declaration is hereby made a part of all conveyances of Hunters Glen or any
part thereof, and shall run with the Property and be binding upon all parties having any right, title or
interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof.
ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the Hunters Glen Homeowners' Association, an Oregon non-profit corporation, its successors and assigns.

2. "Board of Directors" is the Declarant so long as he is an Owner and desires to be the Board of Directors, and thereafter shall be three (3) or more Owners selected by the Declarant in accordance with this Declaration.

3. "Declarant" shall mean and refer to Norse Woods/Hunters Glen L.L.C., an Oregon limited liability company or assigns, or any successor or assignee to all remainder of its interest in the development of the Property. After turnover of the Association to the Owners, "Declarant" shall mean the Board of Directors of the Association.

4. "Declaration" shall mean these Covenants, Conditions, and Restrictions For Hunters Glen and all other provisions herein set forth in this entire document.

5. "Design Review" shall be the design, material specifications and color restrictions and controls placed upon each and every Home.

6. "Home" shall mean and refer to any portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

7. "Lot" shall mean each of the numbered parcels of land described in the Plat.

8. "Member" shall mean every person or entity who is an Owner in Hunters Glen and who holds membership in the Association.

9. "Occupant" shall mean and refer to the occupant of a Home, who shall be either the Owner, lessee, or any other person authorized by the Owner to occupy the premises.

10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property. "Owner" shall also mean a contract vendee purchasing a Lot pursuant to a land sale contract where the fulfillment deed transfers only upon satisfaction of the contract. Owner shall not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot or Home.

11. "Plat" shall mean and refer to that certain plat for Hunters Glen recorded in the Yamhill County Records as described in paragraph 1 of "RECEITALS" herinabove.

12. The "Property" shall mean and refer to all real property including without limitation Lots and Homes commonly known as "Hunters Glen".
13. “Property Manager” is the Declarant so long as he is an Owner and desires to be the Property Manager, and thereafter the President of the Association.

14. “Street” means any highway or other thoroughfare as shown on the recorded plat of the property.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION; PROPERTY RIGHTS**

1. **Property.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Yamhill County, Oregon, and is more particularly described in the Plat.

2. **Owner’s Right of Enjoyment.** Subject to the provisions set forth below, every Owner shall have a right of enjoyment his/her Lot and walkways which shall be appurtenant to and shall pass with the title to every Lot, subject to a public utility easement for the operation, installation, repair, maintenance and replacement of public utilities including, but not limited to, sanitary sewer, water, storm drainage, natural gas, cable television, electrical power, lighting, and security and irrigation systems.

3. **Extent of Owner’s Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

   A. The right of the Association to charge reasonable fees for the enforcement of the provisions hereof. This right to charge fees shall include the right to levy liens on any Lot or Home and charge interest for any fees not paid by the Owner(s) in accordance with the provisions hereof.

   B. The right of the Association to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid.

4. **Delegation of Use/Leases.** Each Owner shall have the right to delegate, in accordance with the Bylaws, his right of enjoyment to the Property to members of his/her family or tenants who reside on the Owner’s Lot under a lease. However, no lease or other agreement shall relieve the Owner of responsibility and liability for compliance with these covenants.

5. **Declarant’s Right to Develop.** Nothing in this Declaration may be construed as to prohibit the Declarant from developing and constructing the Property in accordance with the Plat and Declarant’s approved plans.

**ARTICLE III**

**OWNERS’ ASSOCIATION**

1. **Organization.** The Declarant shall organize an association of all Owners of Lots which shall be organized under the name “Hunters Glen Homeowners’ Association”. Membership
in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Home. The Association shall be organized as a nonprofit corporation under the laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall be automatically succeeded by an unincorporated association of the same name. In that 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 thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association.

2. Membership Classes. The Association shall have two classes of voting membership:

A. **Class A:** Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

B. **Class B:** The Class B Member shall be the Declarant, its successor or assigns, and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of:

   a. When all Lots have been sold and developed with Homes, or
   
   b. Five years from the date of recording this Declaration in the records of Yamhill County, Oregon, or
   
   c. The Declarant elects, in its sole discretion, to relinquish control of the Association.

3. Turnover Meeting. Not later than 90 days after the Class B membership is converted to Class A membership, the Declarant shall call and hold a meeting of the Members of the Association and, at such meeting, shall turn over the administrative responsibility for the Association and the Property in accordance with applicable statutes. From and after the date set for the Turnover Meeting the Declarant shall have no further responsibility whatsoever relating to the Property or the Association and the Board of Directors shall be organized exclusively by the Owners, even if the members fail to accept administrative responsibility for the Association or the Property.

4. HUD/VA Approval. So long as the Association has Class B membership, any amendments, annexations, mergers, consolidations, mortgage of a common area, or dissolution shall require HUD/VA approval.
ARTICLE IV
USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

1. **City of Sheridan Restrictions.** All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of the City of Sheridan, and further in the restrictions of all other public authorities and to the extent the following restriction may be in conflict therewith, the same shall be deemed modified thereby. Pursuant to the City of Sheridan Land Airport Overlay (A) zone, the following additional building and design requirements shall apply:

   A. No glare producing materials shall be used on the exterior of any structure.

   B. No part of a dwelling, structure or landscaping, including antenna, chimneys or similar structures, or trees shall be constructed or grow to exceed 35 feet in height.

2. **Hunters Glen Design Restrictions.** Each Home shall be bound by and comply with the Hunters Glen Design Requirements (the "Design Requirements"). The Design Requirements are attached to this Declaration as Addendum A and hereby made a part hereof.

3. **Uniformity of Color and Decor.** Any paint, stain or siding color applied by an Owner to the exterior walls of any improvement shall be subject to the approval of the Board of Directors. The color, decor and type of any roofing material, placed by an Owner shall be subject to the approval of the Board of Directors.

4. **Land Use and Architectural Control.**

   The following restrictions shall be applicable to the use of any of the Property subject to this Declaration, and each Owner is responsible hereunder with respect to any portion of the Property owned by such Owner.

   A. No Lot shall be used except for residential purposes. This provision shall not restrict the use of the residence as a home office subject to the provisions of Section 5. "Business and Commercial Uses" below.

   B. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same shall have been submitted to and approved in writing by the Board of Directors.

   C. No animals or fowls shall be raised, kept or permitted upon the Property or any part thereof, except that domestic dogs and/or domestic neutered cats and caged pet birds may be kept. Said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purpose. All dogs and cats shall have a name tag and bear a phone number of its owner. The numbers of dogs or cats an Owner is permitted to have shall be subject to the
discretion and approval of the Board of Directors and shall depend upon the Owner's control of said pets.

D. No noxious, illegal or offensive activity shall be carried on upon the Property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a superior residential district.

E. No dogs shall be allowed out of the Owner's Home except while on a leash or in a fenced yard and under direct control at all times (the leash shall not be "telescoping" nor longer than six feet). Dogs shall not be allowed to soil any Lot or walkway except with the immediate use of a "pooper scooper" and subsequent proper disposal of any waste at the Owner's premises. Barking dogs shall be considered a nuisance and shall not be allowed to burden neighboring Owners. If dogs are found to be in violation of any of these provisions they shall be subject to permanent removal from the Property. Any Owner may make written complaint to the Board of Directors that shall immediately investigate and may direct its legal counsel to take action to remove the pet. If the Board fails to act to protect individual Owners rights to peaceful enjoyment and protection of their property, then individual Owners shall have the right to have the offending pet permanently removed from the Property subject to the Arbitration and Enforcement provisions contained herein.

F. No trailer, camper, boat, or pickup with camper shall be stored in the open on the street or on any Lot for more than forty-eight (48) hours, nor shall any vehicle which in the opinion of the Board of Directors is inoperable, under repair, substantially damaged, has rusted paint covering more than 10% of the body of the vehicle, or is in disrepair, be stored in the open on the street or on any Lot for more than forty-eight (48) hours. All permanent storage for the items outlined above shall be provided by permanent garage or suitably screened storage areas, approved by the Board of Directors.

G. No trash, garbage, ashes or other refuse, junk vehicle, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Property. Garbage and other waste shall be kept in sanitary containers inside of garages and only set out for regularly scheduled pick-up and then shall be promptly returned to garages.

H. No exterior clotheslines are allowed that can be seen from street or any other Lot.

I. No tractor, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanent. Developer's or builder's temporary storage of equipment, use of a trailer office, etc. during construction are exempt.

J. All landscaping on private lots which is outside a fenced yard (including the front yard) area shall be completed by the Owner (including the builder) within nine (9) months of completion of a home on said lot. In the event of hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Declareant and the Declarant's written approval is obtained. Owner's failure to complete its landscaping as
herein provided shall be a violation of these CC & R's. The Declarant or the Property Manager, as the case may be, has the right to complete the landscaping and charge such cost to the Lot Owner if necessary. Any such charge so made shall become a lien upon the Lot, may be recorded by the Declarant or the Property Manager, as the case may be, and shall bear interest at the compounding rate of 1.5% per month until the charge is fully paid.

K. No sign shall be displayed to public view on any Lot except as follows.

a. One identification sign no larger than 3/4 of one square foot.

b. One sign not larger than four square feet advertising the Property for sale.

c. Builder's signs during construction and initial sale period.

L. Costs incurred by the Association in the enforcement hereof shall be the responsibility of the offending Owner. The rights of collection as stated in these CC&Rs shall apply.

5. **Business and Commercial Uses.** "Home office" types of business shall be allowed subject, but not limited, to the following guidelines and specific prohibitions:

A. This provision contemplates allowance of telecommuting, consulting, sole-proprietor and single-employee type businesses where no or minimal traffic is generated due to the home business.

B. This provision specifically prohibits the following:

a. Businesses engaged in the retail or commercial sale or rental of goods or services where inventory is stored on the Lot.

b. Businesses employing more than one (1) employee other than the owner.

c. Businesses that result in "excessive traffic" generation, i.e., more than five (5) non-owner trips per day to the residence.

d. Businesses engaged in the storage of any goods, materials, equipment, vehicles, etc., for sale or rental by others.

e. Businesses engaged in illegal activities.

f. Businesses whose operation in a residential zone would not comply with applicable City code.

g. Any business that the Declarant or Board of Directors, in their sole discretion, shall find the operation thereof contrary to the residential use requirement pursuant to these CCRs.

DEPARTMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS GLEN
C. This section shall not prohibit the Declarant or builders from constructing the common area improvements and homes in the normal course of said construction and in the use of completed homes as sales models.

ARTICLE V
MAINTENANCE

1. **Maintenance of Structures and Lot.** Each Owner shall maintain his/her lot and the Improvements thereon at Owner's expense. Required maintenance and repair shall include, without limitation, (1) maintenance of all parking areas, private drives, curbs and walkways in a clean and safe condition including cleaning and repairing as often as necessary; (2) cleaning maintenance and re-lamping of any external lighting fixtures; (3) maintenance of exteriors of buildings, including regular painting of building exteriors and cleaning of buildings and roofs to prevent moss build-up on roofs and shaded sides of structures; (4) maintenance and repair of sidewalks, street trees and parking strip grass; and (5) landscape maintenance as provided below.

2. **Landscape Maintenance.** Each Owner shall maintain all landscaping in an aesthetic manner including regular mowing and watering of lawns and weed control (especially dandelions, blackberries and vines) at the Owner's expense. Each Owner shall control the population and spread of rodents, insects and pests on his/her property in order to reduce such infestations on neighboring properties.

3. **Special Note Regarding Lots 1, 2, 3, 4, 5, 6 and 7.** A 42" underground storm line of steel construction exists in a 15' easement along the eastern property line of these lots. No permanent structures are allowed inside this easement area. Owners are cautioned to take care as to not puncture the storm line with augers, picks, etc. The 15' easement area is exempt from the provisions in the "Design Requirements, Article 3. Landscaping", attached hereto as Addendum A, and is generally exempt from this Section 4. Landscape Maintenance. However, the Owner of each of these lots is required to control the spread of blackberries and other invasive species in the strip, to maintain the strip such that it is reasonably free of fire hazards and debris, and to maintain the easement area pursuant to City of Sheridan code as may apply to vacant land. Nothing herein shall prohibit an Owner from planting landscaping in the easement area.

4. **Absence of Dwelling.** In the absence of construction of a dwelling, the Owner must regularly maintain the height of vegetation on the lot to no more than 6" except for Owner-installed landscaping or vegetation which is intended to grow to a height above 6", i.e., trees, hedges and garden plots.

5. **Hazardous Materials and Storage Tanks.** No waste oil, paint, toxic chemicals or other environmentally hazardous products are to be disposed in the storm drainage system or into the grounds. No tanks over 10 gallons in size, whether above- or in-ground, for the purpose of storing gasoline, diesel, oil, chemicals or any other hazardous or toxic materials shall be allowed on any lot. This provision is not intended to prevent the use of fertilizers, pesticides or herbicides intended for residential use.
6. **Owner's Failure to Comply.** The failure of Owner's maintenance under this Article V is a violation of the CCRs. In such event, the Declarant or the Property Manager, as the case may be, may enter the property, perform maintenance and charge such costs thereof to the Lot Owner, if necessary. Any such charge so made shall become a lien upon the Lot, may be recorded by the Declarant or the Property Manager, as the case may be, and shall bear interest at the compounding rate of 1.5% per month until the charge is fully paid.

**ARTICLE VI**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Purpose of Assessments.** The Association may levy assessments against the Lots. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Property and, in particular, for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the monument entry sign and for enforcing the provisions of these CCRs 2.

2. **Voting and Notices for Assessments.** Any assessment may be levied only upon the assent of at least fifty percent (51%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of the meeting shall be delivered to all Owners, either by first class mail or by hand delivery to the Lot, at least 30 days in advance of the date of such meeting, setting forth the purpose of the meeting.

3. **Creation of a Lien: Personal Obligation of Assessment.** Each Owner of any Lot and Home by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, as approved and levied by the Members. Such assessments shall be fixed, established and collected from time to time as provided herein. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

4. **The Effect of Nonpayment of Assessments**

A. **Interest and Delinquency Charges.** If an assessment is not paid on the due date, such assessment shall become delinquent and shall bear interest at the rate of 1.5% percent per month from such due date until paid. In addition, a late charge of 5% of the assessment will be charged for each delinquent assessment. The Association may then file in the office of the Yamhill County Clerk a statement of the amount of the delinquent assessments, together with interest and costs associated with collection, and a lien recording fee of $100.00, and a lien for such against the delinquent Owner's Lot. Upon payment in full thereof, the Board shall execute and file a proper release of such lien. Such assessment with interest set forth above shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by
law with respect to a lien on real property and, as an alternative option, may enforce such lien in the manner provided by law with respect to the foreclosure of mechanic's and materialmen's liens pursuant to ORS Chapter 87.

B. Foreclosure. Any assessment that is unpaid for more than one year from the time it falls due shall be subject to foreclosure against the Lot and Home by the Association.

C. Attorney Fees; Court Costs. In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and reasonable attorney fees to be fixed by the court, such costs, disbursements and attorneys' fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by abandonment of his/her Lot or Home.

D. Suspension of Voting Rights; Acceleration. The Association may suspend such Owner's voting rights until such amounts, plus other charges under the Declaration, are paid in full and may declare all unpaid assessments or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to or from such Owner's Lot except as a consequence of foreclosure.

E. Lien; Foreclosure. The Association shall have a lien against each Lot for any assessment levied against the Lot and fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 97.352 to 87.382 shall apply to the Association's liens. The lien shall be enforced in accordance with the provisions regarding foreclosure of liens under ORS Chapter 88. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lien, mortgage, and convey the Lot. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the assessment becomes due.

F. Suit or Action. The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or portion thereof, for which recovery is made.

G. Other Remedies. The Association shall have any other remedy available to it by law or in equity.

H. Enforcement and Attorney Fees. In the event the Association shall bring any suit or action to enforce this Declaration (including provisions pertaining to Architectural Design and Control) or the Bylaws, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such unit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney's fees at trial and upon appeal or petition review thereof.
1. **Non-exclusiveness and Accumulation of Remedies.** An election by the Association to pursue a remedy provided for herein shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided herein 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 the applicable law to the Association.

10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust previously existing upon the property to which the lien attaches, except that a lien for a delinquent assessment which has been recorded as a lien against a Lot, together with all costs incurred in the collection and enforcement thereof, must be paid in full in order to extinguish said lien. Such a lien shall NOT be subordinated to any mortgage or deed of trust arising from the refinancing or sale of a Lot or Home. Sale or transfer of any Lot or Home shall not affect the assessment lien and the Association's right to collect such. However, the sale or transfer of any Lot or Home which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot or Home from liability from any assessments thereafter becoming due or from the lien thereof.

11. **Exempt Property.** The following real property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

   A. All property to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

   B. All Lots owned by the Declarant.

**ARTICLE VII**

**OBLIGATION TO REBUILD**

1. **Damage and Destruction Affecting Residences; Duty to Rebuild.** If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

2. **Time Limitation.** The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within twelve (12) months after the damage occurs, unless prevented by causes beyond their reasonable control. A special assessment of up to $500.00 per month may be voted by the Board of Directors be levied upon any Owner(s) failing to comply with this provision, such special assessment to be levied for any month beyond the time frames contemplated under this section.
ARTICLE VIII

GENERAL PROVISIONS

1. Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable to the Owner of any Lot or Home subject to this Declaration or their respective legal representatives, heirs, successors and assigns. The covenants and restrictions of this Declaration may be amended at any time with the written consent of 2/3 of the then owners of the Lots or Homes. Any amendments must be properly recorded. However, any amendment affecting change in the structural conditions of the improvement as detailed by building plans approved by the City of Sheridan can be made only with the written consent of eighty (80) percent of the then owners of the Lots or Homes and with the written approval of the City of Sheridan.

2. Lessees and Other Invitees: Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of these Declaration of Restrictions restricting or regulating the Owner's use and enjoyment of the Property and shall be liable to any Owner under Section 3 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.

3. Arbitration: In the event of any dispute arising under the provisions of this Declaration, the parties shall agree to a mediator and attempt mediation to settle all claims. If mediation does not resolve the dispute, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated in accordance with the rules of the American Arbitration Association. The decision shall be by a majority of all the arbitrators and shall be binding on all parties thereto, their heirs, and assigns. There shall be no right of appeal, automatic or otherwise. The prevailing party shall be entitled to arbitration fees from the party not prevailing, including reasonable attorney's fees and other reasonable, out-of-pocket costs associated with resolving the dispute. The arbitration award may provide for injunctive relief, damages, or combination thereof.

4. Enforcement: Any Owner shall have the right to apply to a court of competent jurisdiction for enforcement of the arbitration clause or for temporary relief pending the outcome of arbitration. If an Owner fails to appoint a mediator or arbitrator within 21 days of receipt of notice of arbitration, an arbitrator may be appointed by the Court. Failure of any Owner to pursue enforcement of any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Airport Overlay Zone Hold Harmless: Pursuant to an “AVIGATION AND HAZARD EASEMENT” affecting each Lot, no Owner, Occupant, invitee, guest, nor any other person or heir or successor to such may bring suit or action against the Airport or the City of Sheridan for aviation related noise, property damage or personal injury resulting from activities at or connected with the Airport when such activities conform to the then existing rules and
regulations of said airport and the applicable federal air regulations and no negligence on the part of said airport is involved.

6. **Indemnity**. Notwithstanding any subsequent amendment to this Declaration, the Association shall indemnify, defend, and hold Declarant and Willamette Equities, Inc. and their respective shareholders, managers, directors, officers, employees, affiliates and agents harmless from and against any and all liabilities, claims, damages, causes of action, and expenses incurred arising out of or in any way related to the Property or the activities thereon by any Owner.

7. **Severability**. Invalidation of any one of these covenants of restrictions by judgment or court decree shall in no way affect any other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed the day and year first above written.

NORSE WOODS/HUNTERS GLEN L.L.C.,
an Oregon limited liability company,
Declarant

By: WILLAMETTE EQUITIIES, INC.,
an Oregon corporation, its manager

By: [Signature]
Nicholas R. Veruske, President

Addendum attached hereto and made a part hereof. **Addendum A – Design Requirements**

STATE OF OREGON) ) ss.
County of Yamhill )

This instrument was acknowledged before me this 19th day of March, 1999, by Nicholas R. Veruske, President of Willamette Equities, Inc., Manager of Norse Woods/Hunters Glen L.L.C.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/21/07

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS GLEN

Page 13 of 32
ADDENDUM A  
to Hunters Glen CC&Rs

HUNTERS GLEN  
DESIGN REQUIREMENTS

These Design Requirements have been adopted by the Board of Directors of the Hunters Glen Homeowners' Association and supersede and replace any and all previous requirements which were recorded or printed prior to the date of the printing located in the footer below.

ARTICLE I. BOARD OF DIRECTORS RESPONSIBILITIES AND POLICY

1.01 Responsibilities. In accordance with Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions for Hunters Glen (“CC&R’s”) recorded in the records of Yamhill County, Oregon, it shall be a duty of the Board of Directors to supervise and control the architectural design, ornamentation, location and aesthetics of structures and landscaping features on the property within the appropriate and compatible standards established and desired by the Hunters Glen Homeowners' Association.

Policy. The purpose of the Design Requirements is to maintain property values by providing for compatible and harmonious architectural features and maintenance standards within Hunters Glen. Therefore:

(a) All homes shall be designed and constructed and all lots shall be landscaped in a manner that is harmonious and compatible with policies that may be adopted in advance of construction by the Board.

(b) No person shall erect, remove or alter any building, structure, wall, fence or improvement on any Lot without written approval of the Board of Directors.

(c) All paints, stains or colors of siding of exteriors of structures must be approved by the Board in advance of application of the paint, stain or siding to the structure.

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99
(d) The Association is not responsible for maintenance of any lot, home or auxiliary structure on a numbered residential lot.

(e) The Board will not consider or assume responsibility for the structural integrity, safety features, or building code compliance of the proposed improvements or structures in its decision to approve or deny approval of any structure, landscaping or other lot improvement.

(f) General land use requirements and building codes are established by the City of Sheridan and other agencies. In the event of a conflict between an approval by the Board and the applicable governing body code, the more restrictive approval or code shall prevail. It is the applicant’s responsibility to be familiar with and conform to the applicable building code prior to submission of a request for construction or alteration.

(g) It shall be the Owner’s responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

(h) These Design Requirements are subject to interpretation and revision by the Board from time to time as the Board may feel appropriate. The Board’s waiver of any provision hereof for any proposed project shall not be deemed a waiver of the provision for all future owners or projects nor shall any such waiver be deemed a waiver of any other provision of these Requirements.

ARTICLE 2. HOMES AND AUXILIARY STRUCTURES

2.01 General. Homes shall be of traditional architectural design and compatible in external appearance, design and quality of existing structures in the immediate neighborhood. All homes shall be built on foundations with crawl spaces to code; no slab or grade construction is allowed. Homes shall be a minimum of 1,000 square feet of total living area. It is encouraged that the ground floor area of multi-level homes be not less than 600 square feet. All structures shall be constructed within the setback requirements as set by City zoning ordinance.

2.02 Design Requirements. Homes and auxiliary structures shall conform to the following requirements:

(a) City of Sheridan Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of the City of Sheridan, and further in the restrictions of all other public authorities and to the extent the following restriction may be in conflict therewith, the same shall be deemed modified thereby. Front elevations shall not be replicated on adjacent lots nor on lots directly across the street, within any 24 month period or replicated within a subdivision over a 12 month period more than 5 times total usage in the subdivision. For this section the definition of replication includes mirrored...
images (where the main features such as windows, door location, garage location, roof peak, etc are reversed), and minor trim, and paint changes

(b) **Exterior Walls.** For walls that face streets or common areas of Hunters Glen, acceptable materials are lap or vertical tongue and groove siding of wood, fiber board, good-quality vinyl and stucco, all subject to approval by the Property Manager. Other siding materials will be judged on their merit after review of samples of the siding by the Property Manager. Masonry accent panels are optional will be judged on merit of design and finish. For other walls, siding may be T1-11 or similar grade and style is acceptable.

(c) **Garages.** All homes on Lots 4 through 32 must include a garage designed to enclose at least two vehicles. Duplexes constructed on Lots 1, 2 and 3 may have single-car garages. Carports are not permitted on any lot.

(d) **Roofs.** Roofs shall be a minimum pits of “4/12”. Acceptable roofing material is 20-year composition shingle, or better including archetural-style composition, cedar shakes and tile.

(e) **Exterior Lighting.** The type and placement of exterior lighting devices shall be such as to eliminate glare and annoyance to adjacent property owners.

(f) **Driveways.** All driveway pads shall be of concrete slab construction only. All special artistic effects are subject to prior approval.

(g) **Fences.** Fences are not allowed within 20 feet of the front property line. Fences shall be constructed principally of cedar. Fences shall not exceed five feet in height and shall be “good neighbor” or a similar style except that the fences along the eastern property line of Lots 1 through 7, the SE property line of Lot 7 and the NE property line of Lot 8 are exempt from the “good neighbor” requirement. Cyclone or other wire or steel fencing is not allowed. Wrought iron fencing may be considered. (Special note about builders’ model homes: Builders may construct temporary fencing for marketing or security purposes around model homes and sales offices. Acceptable materials include picket and “rail” type fencing. Other temporary fencing may be approved by the Declarant based on the merits of the style and design. All such fencing must be in compliance with applicable City building codes.)

(h) **Decks.** All porch and deck additions shall have an appearance consistent with the exterior of the home. No porch or deck addition shall extend beyond the home’s setback line except that front decks may extend into the front yard setback if approved by the City and permitted for such.

(i) **Exterior Colors.** Regular solid stains and paints in earth tone and “quiet” colors are acceptable. All exterior colors must be approved in advance by the Board.

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99

Page 5 of 40
(j) **Drainage.** Gutters, to code, are required on all structures and must be properly drained to direct runoff to the storm drainage system as presently established or as may be approved by the Board.

(k) **Accessory Structures.** Storage or accessory buildings no larger than 100 square feet nor taller than 10 feet are allowed. Larger structures may considered by the Board based upon the applicant's proposal. The location of such buildings or arbors, play structures, pools, hot tubs, etc., must be approved by the Board and shall be reasonably screened from public and neighboring view.

(l) **Antennae and Service Facilities.** Exterior radio and television antennae or other receptors shall not be permitted except that miniature satellite dishes may be installed inside a fenced back yard and below 5 feet in height such that they shall not be visible from ground level view from any street. Such satellite dishes must be wired from an underground utility source, and cannot exceed 24" in diameter. Clotheslines, waste and storage facilities, and other service facilities shall be screened so as not to be visible from the street.

(m) **Utilities.** No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within the subdivision.

(n) **Climate Control.** Placement of heat pumps and condenser units shall receive special consideration to provide visual screening and noise suppression to the neighboring homes. Use of solar heating systems must be approved by the Board and the panels or collectors must be integrated into the structure with regard to the overall appearance and design.

(o) **Window Coverings.** Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after 4 months of occupancy of a home.

**ARTICLE 2. LANDSCAPING**

2.01 **General.** All landscape designs must be approved, in advance of installation, by the Board. The Association will not maintain any landscaping, partition fences or retaining walls on individual lots. The use of native species is encouraged. Invasive species or species that may grow unreasonably beyond the Owner's property line and cause dripping of sap or pitch, the dropping of needles or the spread of large surface roots that could cause damage to an adjacent Owner's property are prohibited.

2.02 **Installation of Landscaping: Front, Side and Unfenced Rear Yard Areas.** Landscaping of all front, side and unfenced rear yard areas must be completed within six (9) months of completion of home construction (as evidenced by the date of issuance of the occupancy permit). If the home is sold prior to expiration of the landscape term, the term for landscape completion may be extended to six (6) months from the sale date as

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99
evidenced by the date of mutual agreement between seller and buyer on the sale agreement. Minimum front, side and unfenced rear yard landscaping shall include an aesthetic balance of lawn plus shrubbery, trees or flowers. Special note regarding easement areas: City code restricts large landscape features (such as trees, rocks, berms, etc.) in some easement areas. Lots with such easement restrictions are excused from this landscape requirement as regards the easement area only.

2.03 Installation of Landscaping: Fenced Yard Areas. Fenced yards shall have a Landscape Plan submitted and landscaping completed within twelve (12) months of completion of home construction (as evidenced by the date of issuance of the occupancy permit). Provision for extension of this term to take into allowance the sale date after completion of home construction is allowed subject to written request by the new home purchaser. Fenced yard landscaping should include an aesthetic balance of lawn plus shrubbery, trees or flowers. The use of trees to provide summer shade and privacy screening is encouraged. Trees should not reach mature heights of more than 40 feet.

2.04 Absence of Dwelling. In the absence of construction of a dwelling, the Owner must regularly maintain the height of vegetation on the lot to no more than 18”, except for Owner-installed landscaping or vegetation which is intended to grow to a height above 18”, i.e., trees, hedges and garden plots.

2.05 Street Trees. Street trees are installed by the developer. Any street tree removed by the Lot Owner must be replaced within six (6) months of completion of the home.

ARTICLE 3. PLAN SUBMITTAL PROCEDURES

3.01 Procedure. All proposals for erection or alteration of any structure or improvement on any Lot must be submitted to the Property Manager in the form of a Complete Application at least 30 days prior to the start of the proposed action (for original construction of the home, the time period shall be 10 days). A Complete Application shall mean:

(a) Two copies of the Application submitted on the attached Application form.

(b) For building construction, two copies of the exterior elevation and floor plan showing square footage.

(c) For landscaping installation, two copies of landscaping plans or proposed changes which are consistent with the overall landscaping plan.

(d) Written request for review including the proposed time frames and an explanation of any items inconsistent with either the CCRs or these Design Requirements.

(e) Payment of Plan Submittal Fee, if applicable. (See section 4.06 below)

3.02 Review, Approval or Disapproval. The Board shall approve or disapprove the proposal within 30 days after receipt of a Complete Application (for original construction).
of the home, the time period shall be 10 days) and return one copy of the drawings, specifications, application and checklist marked to indicate approval, or if disapproved, marked or otherwise noted with the cause of such disapproval. The Board shall be deemed to have approved the proposal if action has not been taken within 30 days following receipt of a Complete Application. (For original construction of the home, the time period shall be 10 days).

3.03 **Completion.** Approved projects must be completed within nine (9) months after issuance of approval by the Board. Failure to complete work within the prescribed time may cause the approval to be rescinded and re-submittal to be required. The Board may consider an extension under extenuating circumstances (such as weather or illness) upon receipt of a written request for extension by the applicant.

3.04 **Discretion of the Board.** The Board, in its sole discretion, may withhold approval of any proposed improvement if it finds that the proposed improvement would be inconsistent with the provisions of the CCRs, the Design Requirements or the intent of other policies adopted by the Board. Considerations such as sizing, shape, color, design, height, impairment of view or solar access, and other effects on the enjoyment of property by Owners that the Board believes to be relevant may be taken into account by the Board in determining whether or not to approve any proposed improvement. The Board, in its sole discretion, may choose to waive any provision of the Design Requirements if it finds that the application of such provision results in unnecessary hardship to the affected Owner and that strict application is not necessary for the furtherance of the objectives and intent of the Board to create an attractive development.

3.05 **Appeal.** There is no automatic right of appeal of a decision of the Board. An applicant who so desires may petition the Property Manager for review of the decision of the Board by submitting to the Property Manager of the Association a written statement explaining the alleged problem and the Applicant's proposed solution. The Property Manager will provide copies of the request to the members of the Board. A majority of the Board must agree that a review is appropriate before review may be granted. The Property Manager will notify the applicant within 30 days after the applicant's letter is received by the Property Manager of whether the Board is willing to review the matter and on what terms. The Board may set procedural limitations for the review, including without limitation restricting the scope of the review to specific issues and limiting the time that the applicant may speak.

3.06 **Review by Third Party.** The Board reserves the right to have plans reviewed by an outside or third-party fee contractor. In such event, a Plan Submittal Fee may be imposed by the Board. For any submittal, the Board may elect to employ such third party contractor and to impose or waive such fee. The fee imposed by the Board shall be the fee charged to it by such third-party contractor including any out-of-pocket costs.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

4.01 **Damage to Common Area.** Any damage caused to any common area by the installation of new or additional landscaping, fences or sprinkler systems on individual lots by a contractor engaged by an Owner will be the sole responsibility of the Owner.
4.02 Completion of Construction. The construction of any building on any lot, including painting, and all exterior finish, shall be completed within nine (9) months from the beginning of construction, so as to present a finished appearance when viewed from any angle. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Board. Completion of construction includes the installation of a concrete sidewalk along the street frontage in compliance with applicable building code. In the absence of construction of a dwelling, the Owner must install a sidewalk within nine (9) months of purchase of a lot in order to provide a continuous pedestrian pathway along the street frontage unless sidewalk installation is required by the City in less than nine months.

ARTICLE 5. CLEANLINESS STANDARDS

5.01 Owner’s Lot: During Construction. During construction, whether of the initial construction of the home or subsequent construction, a Lot shall be kept reasonably free of debris given the nature of the construction occurring. Debris shall not be allowed onto neighboring Lots. Any spillage of materials including stains, paints or solvents, concrete or dry materials onto a neighboring lot shall immediately be cleaned up. Owners and agents or contractors of the Owner are expected to exercise respect for the visual integrity of the Lot and the subdivision in general. Pedestrian ways must be cleaned and free of debris and materials at the end of each day, at a minimum, during initial construction.

5.02 Common Area. Owner, his contractor or any other person associated with construction of a home or installation or maintenance of landscaping (all referred to as "construction" herein) may not disturb the surface of the common areas during construction, or use any portion of the common areas for storage or other activities, except as disturbing the surface may be required to connect to utility main lines in those common areas, if any. Promptly after completion of such main lines, the surface of the common areas shall be restored by the Owner to its condition prior to such activity, including restoration of grass, plantings, etc.

5.03 Roads. Roadways, adjoining lots and common areas shall be kept clean and free of debris, dirt and mud arising from the construction activities on the Lot.

5.04 Enforcement. If, as a result of construction activities on a Lot, violations of provisions herein occur, then in addition to any other remedies permitted by the CC&Rs and law, the Association may correct the violation, charge the owner of the Lot for the cleanup (which shall be payable on demand), and place a lien on the Lot to secure payment.

ARTICLE 6. ENFORCEMENT PROCESS

6.01 Violation of Board approvals or rules and regulations may be reported by anyone in writing to the Board at the address of the Association. Violations will generally be processed in the following manner but circumstances may require different action.
(a) A Board representative will inspect the alleged violations.

(b) If the Board determines that the alleged violation requires corrective action, written notice will be sent to the violator by the Board. The notice will clearly state the nature of the violation and the proposed corrective action to be taken.

(c) If no satisfactory response is received within 30 days of notification, the Board may turn the matter over to legal counsel and pursue enforcement pursuant to provisions in the CC&Rs.

ADOPTION OF THESE DESIGN REQUIREMENTS:

IN WITNESS WHEREOF, the undersigned has caused these Design Requirements to be duly executed the day and year first above written.

NORSE WOODS/HUNTERS GLEN L.L.C.,
an Oregon limited liability company,
Declarant

By: WILLAMETTE EQUITIES, INC.,
an Oregon corporation, its manager

By: Nicholas R. Veroske, President

STATE OF OREGON )
 ) ss.

County of Yamhill )

This instrument was acknowledged before me this 17th day of March, 1999, by Nicholas R. Veroske, President of Willamette Equities, Inc., Manager of Norse Woods/Hunters Glen L.L.C.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-31-02

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99
APPLICATION FOR REVIEW OF PLANS

In accordance with Article 4 of the Hunters Glen Design Requirements, application is hereby submitted for review of plans by the Board of Hunters Glen Homeowners’ Association and for the approval thereunder. The following checked items are submitted herewith:

- Two copies of this Application
- Building construction plans: Two copies of the exterior elevation and floor plan showing square footage.
- Landscaping installation: Two copies of landscaping plans or proposed changes.
- Plan Submittal Fee (If applicable. Refer to Section 4.06 of Design Requirements)

Explanation of any proposed items that are inconsistent with either the CC&Rs or the Design Requirements:

Proposed time frame or schedule of work and completion date:

OWNER(S) NAME(S) AND ADDRESS:  SIGNATURES
(Please type or print)  (All Owners’ signatures required)

________________________________________

________________________________________

Date: ___________  Lot Number: ________

This application is received and complete this ________ day of ________, Action by the Board is due no later than __________, or this request shall be deemed approved.

HUNTERS GLEN HOMEOWNERS’ ASSOCIATION

BY:  
President  Date

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99
APPROVAL OF APPLICATION AND CONSTRUCTION AGREEMENT

Approval of Application for Review of Plans is hereby given subject to the following conditions:

1. As a Hunters Glen property owner I/we have read the current Design Requirements for Hunters Glen and fully understand the requirements of the construction submittal.

2. I/we understand that the Application for Review of Plans submitted as complete on ________ is an integral part of this Approval and Construction Agreement.

3. I/we understand that any change in the exterior from an approved submittal must be submitted to the Board of Directors for approval in advance.

4. I/we understand that I may not disturb the surface of the common areas during construction, or use any portion of the common areas for storage or other activities relating to construction without the express written permission of the Association.

5. I/we assume responsibility for any all damages caused by my contractor to adjacent lots, common areas, or my/our property.

6. I/we also understand that if mud or debris accumulates on the street, adjoining lots or common areas as a result of construction, I/we must remove it. If the mud and debris is not removed, the Association may remove it, charge me/us for it, and place a lien on my/our property if not promptly paid.

7. I/we understand that to enforce its standards, the Association may seek injunctions from a court of law and pursue other remedies.

OWNER(S) SIGNATURES
(all Owners' signatures required)

____________________

____________________

Date: _______ Lot Number: _______

HUNTERS GLEN HOMEOWNERS' ASSOCIATION

BY: ____________________________

Presidents

Date

DESIGN REQUIREMENTS FOR HUNTERS GLEN AS OF 3/12/99
BYLAWS

of the

HUNTERS GLEN HOMEOWNERS' ASSOCIATION

ARTICLE I

DEFINITIONS

In construing these Bylaws,

1.1 "Architectural Review Committee" means the Board of Directors of the Association.

1.2 "Association" means the Corporation as defined in these Bylaws.

1.3 "Board" means the Board of Directors of this Corporation constituted in accordance with Article IV of these Bylaws.

1.4 "Corporation" means Hunters Glen Homeowners' Association, an Oregon nonprofit corporation.

1.5 "Declarant" means Norse Woods/Hunters Glen L.L.C., an Oregon limited liability company.

1.6 "Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions affecting the Property recorded on April 9, 1999, in the Yamhill County, Oregon Records as Fee No. 990767, and all the easements, covenants, restrictions, and charges set forth therein, together with any rules or regulations promulgated thereunder, as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

1.7 "Home" means a building located upon a Lot within Hunters Glen and designated for separate residential occupancy (whether or not occupied) or ownership. A Home shall be first deemed to exist when the Home has received a permit or certificate of occupancy.
1.8 "Lot" means a platted or partitioned lot or tract within the Property, with the exception of any tract or Lot marked on a plat of the Property as being common or open space or so designated in the Declaration or the declaration annexing such property to the Property.

1.9 "Officers" means those officers of the Corporation as defined in and elected in accordance with Article V of these Bylaws.

1.10 "Owner" means the person or persons owning any Lot (including the holder of a vendee's interest under a land sales contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sales contract). The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.11 "President" means the President of the Corporation as defined in Article V, Section 5, of these Bylaws.

1.12 "Property" means the real property, including the Lots, Homes, and common areas described in that certain Plat recorded on April 9th, 1999, in Plat Book 180, Pages 727-731, in the Yamhill County, Oregon Records.

1.13 "Secretary" means the Secretary of the Corporation as defined in Article V, Section 6, of these Bylaws.

1.14 "Sold" means the legal title has been conveyed and a deed transferring legal title has been recorded or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.15 "Turnover Date" means the earlier of (i) when all Lots have been sold and developed with Homes, or (ii) five years from the date of recording the Declaration in the records of Yamhill County, Oregon, or (iii) the Declarant elects, in its sole discretion, to relinquish control of the Association.

1.16 "Turnover Meeting" means the meeting of the Declarant and the Owners called for the purpose of passing control of the Association from the Declarant to the Owners, which meeting shall be held pursuant to Article IV, Section 7.

ARTICLE II
OFFICES

The principal office of the Corporation shall be located in the state of Oregon. The Corporation shall have and continuously maintain in the state of Oregon a registered office, and a registered agent whose office is identical with such registered office, as required by the Oregon Nonprofit Corporation Law. The registered office may be, but need not be, identical with the principal office in the state of Oregon, and the address of the registered office may be changed from time to time by the Board.
ARTICLE III

MEMBERSHIP, VOTING RIGHTS, AND POWERS AND OBLIGATIONS

Section 1. Membership. Every Owner of one or more Lots within the Property shall, during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Corporation. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2. Voting Rights. Each Owner shall be allocated one vote per Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Lot.

Section 3. Notice of Meeting. Any meeting held pursuant to this Article III shall be held on such a date, at such a time, and at such place within Yamhill County, Oregon, as may be designated by the Secretary. Written notice of each meeting of the Owners under this Article III shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, but not more than fifty (50) days before such meeting, to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Corporation, or supplied by such Owner to the Corporation for the purpose of notice, and to any mortgagee having requested notice. Such notice shall specify the place, day, and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, or any proposal to remove a director or officer. Notice of any such meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given.

Section 4. Proxies; Quorum; Voting. Each Owner shall have the number of votes provided for in Article III of these Bylaws. Any Owner may give a proxy to any person, so long as the proxy is in writing, signed by such Owner, and filed with the Secretary. A proxy shall expire on the earliest of (a) eleven (11) months after the date of the proxy; or (b) the date of the sale of the Owner's Lot by its Owner. The presence, in person or by proxy, of Owners entitled to cast at least twenty-five percent (25%) of the total votes entitled to be cast at any meeting shall constitute a quorum. The affirmative vote of a majority of votes represented and voting shall constitute an act of the Owners. Voting of the Members may be by mail with respect to any matter before the Members. In any case in which voting by mail is necessary or desirable, the Secretary shall give the written notice to all Members, which notice shall (a) include a written resolution setting forth the proposed action, (b) state that the members are entitled to vote by mail for or against such resolution, and (c) specify a date not less than twenty-five (25) days after the date of such notice by which all votes must be received at the principal office of the Corporation. Votes received after the date specified shall not be effective.

Section 5. Annual Meetings. At any annual meeting of Owners, the President of the Corporation, and any other officers the Board or the President may designate, shall report on the activities and financial condition of the Corporation.
Section 6. Special Meetings. Special meetings of the Owners may be called at any time by the President or a majority of the Board of Directors, or upon written notice of the Owners who are entitled to vote twenty-five percent (25%) of all the votes of membership.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General. The affairs of the Corporation shall be managed by the Board, which shall be comprised of the number of Directors determined as provided in Section 2 of this Article IV. The Board shall have all requisite power, duty and authority to perform its obligations under the Declaration, including without limitation the power, duty, and authority to enforce the provisions of the Declaration, and to acquire any pay for out of the common fund (provided by assessments pursuant to the Declaration), all goods and services necessary or appropriate for the proper functioning of the Corporation in accordance with the Declaration.

Section 2. Number and Classification of Directors. Prior to the Turnover Meeting, the Declarant shall select all Directors and may during such period determine the number of Directors, which may be different than the number set forth in this Section. From and after the Turnover Meeting, (i) the number of the Directors shall be three, (ii) the Directors shall be required to be Owners, (iii) the Directors shall be elected in the manner provided in Article IV, Section 3, and (iv) voting for Directors shall not be cumulative.

Section 3. Election of Directors. All Directors shall be elected by the Owners at the annual meeting of the Corporation or a special meeting called for that purpose, with each Owner having the number of votes set forth in Article III above.

Section 4. Terms of Directors. Each Director shall serve for a term of three (3) years, or until their successors are elected and qualified, provided, the terms of Directors shall be staggered so that the terms of no more than one Director will expire in any one (1) year. Any Director may serve more than one (1) term.

Section 5. Resignation. Any Director may resign at any time be sending a written notice of such resignation to the Secretary. Unless otherwise specified in such notice, a resignation shall take effect upon receipt of the notice by the Secretary.

Section 6. Vacancies. Vacancies on the Board caused by the death or resignation of a Director shall be filled by the unanimous vote of the remaining Directors, even if they constitute less than a quorum. Any Director so selected shall serve the remainder of the replaced Director's term.

Section 7. Meetings of the Board.

7.1 The Turnover Meeting shall be called by the Declarant and held within ninety (90) days after the Turnover Date. The Declarant shall give written notice of the time and place of the Turnover meeting to each Owner who has previously given Declarant written notice setting forth such Owner's name and address. The Declarant's notice shall be given at least forty-five (45) but

4 - HUNTERS GLEN HOMEOWNERS' ASSOCIATION BYLAWS
not more than sixty (60) days prior to the date of the Turnover Meeting. At the Turnover Meeting the following shall occur:

(a) The Directors selected by the Declarant, the President, and the Secretary shall each resign. The Directors selected or elected by the Owners pursuant to this Article IV shall conduct their first meeting as the Board.

(b) The new Board shall elect a president, secretary and a treasurer.

(c) The Declarant shall deliver to the new Board all of the Association's property in the Declarant's possession, including without limitation all books and records, funds, tangible personal property, insurance policies, and contracts to which the Association is a party.

From and after the date set forth the Turnover Meeting the Declarant shall have no further responsibility whatsoever relating to the Association or the Property and the Board shall be organized exclusively by the Owners, even if the Owners fail to accept administrative responsibility for the Property or the Association.

7.2 All meetings of the Board shall be open to all Owners. For other than emergency meetings, notice of Board meetings shall be mailed to all Owners, at the last address for such Owners in the records of the Corporation, not less than ten (10) days before the meeting, or provided by a method reasonably calculated to inform Owners of the meeting. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting.

7.3 The Board shall meet annually, within ninety (90) days after the end of the fiscal year. At each annual meeting, the Treasurer shall present to the Board a report on the financial condition of the Corporation, including a report of receipts and disbursements, if any, for the proceeding calendar year, the allocation thereof to each Lot, and the estimated receipts and expenses, if any, for the coming year.

7.4 Special meetings of the Board may be called at any time by the President or two Directors. Such meetings shall be scheduled by the Secretary within thirty (30) days after the Secretary's receipt of the written requests signed by two or more Directors, provided only that if the purpose of a special meeting is to elect a successor Secretary pursuant to Section 3 of Article V, such a meeting may be scheduled by the President or, if the meeting is also for the purpose of electing a successor President or removing the President, any other Director.

7.5 Meetings of the Board shall be held at such place within Yamhill County, Oregon, as may be designated from time to time by the Board.

7.6 The Secretary shall give written notice to each Director of each Board meeting at least ten (10) but not more than thirty (30) days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Corporation, or such other address as any Director may designate by written notice to the Secretary given at least ten (10) days prior to the giving of notice of the meeting. Notice of any meeting may be waived by any Director at any time. No Director who is
present at a meeting may object to the adequacy or timeliness of the notice given. When a meeting is adjourned for fewer than thirty (30) days, whether or not a quorum is present at the adjourned meeting, no notice of the resumption or reconvening of such adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

Section 8. Voting by the Board. Each Director shall have one vote. So long as a quorum is constituted, the vote of Directors together holding more than fifty percent (50%) of the total votes shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or the Declaration.

Section 9. Quorum. The presence in person of a majority of the Directors shall constitute a quorum for voting at a Board meeting. The Board shall have the power to adjourn a meeting even if less than a quorum is present.

Section 10. Removal. Any Director, may be removed, with or without cause, by the affirmative vote of Owners present and entitled to vote at any meeting of the Owners at which a quorum is present. No removal of a Director is effective unless the matter of removal was included in the notice of the meeting.

ARTICLE V
OFFICERS

Section 1. Officers. The Officers of the Corporation shall be the President, the Treasurer, and the Secretary, each of whom shall be elected by the Board. The same person shall not concurrently hold more than one office. The Board may designate such additional officers as it deems appropriate.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board and shall hold office at the pleasure of the Board or until their successors are elected and qualified. If any office becomes vacant, the Board shall elect a successor to fill the unexpired term at a special meeting of the Board called for such purpose.

Section 3. Removal. The Board may remove any Officer, at any time, with or without cause, and a successor may be elected at a special meeting called for such purpose.

Section 4. Compensation. Other than reimbursement of out-of-pocket expenses incurred on behalf of the Corporation, neither the President, the Treasurer, nor the Secretary shall receive any compensation from the Corporation for acting as an Officer.

Section 5. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Board and, except to the extent otherwise provided in the Declaration, shall have all the general powers and duties normally incident to the office of the chief executive officer of a corporation.

Section 6. Secretary. The Secretary shall be a Director and shall perform the duties and exercise the powers of the President in the event the President is absent or disabled. The

6 - HUNTERS GLEN HOMEOWNERS' ASSOCIATION BYLAWS
Secretary shall also have any other powers and duties as the Board may prescribe. The Secretary shall keep the minutes of all proceedings of the Board and all other Corporation records and shall attend to the giving of all notices to the Board and other notices pursuant to these Bylaws or the Declaration or required by law. The Secretary shall be reimbursed for any out-of-pocket expenses necessary to perform these duties.

Section 7. Treasurer. The Treasurer shall be a Director. The Treasurer shall be responsible for Corporation funds and shall keep full and accurate financial records and books of account sufficient for proper accounting purposes showing all receipts and disbursements necessary for the preparation of all financial data and tax returns. The Treasurer shall be responsible for the deposit of all Corporation funds in such depositories as by from time to time be designated by the Board, and shall disburse Corporation funds or such purposes as may be permitted under these Bylaws or the Declaration. The Treasurer shall perform all other duties incident to the office of the Treasurer of a corporation or as may be directed by the Board. The Treasurer shall be reimbursed for any out-of-pocket expenses necessary to perform these duties.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board may authorize any Officer or Officers, agent, or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, vouchers, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by the Board.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

ARCHITECTURAL AND DESIGN CONTROL

Section 1. Establishment of the Architectural Review Committee. The Association shall have an Architectural Review Committee which shall consist of the Board.

Section 2. Duties and Powers. The Architectural Review Committee shall perform and shall be empowered to enforce on behalf of the Association the terms and provisions provided in the Declaration (including the Design Requirements) and these Bylaws.

7 - HUNTERS GLEN HOMEOWNERS' ASSOCIATION BYLAWS
ARTICLE VIII
FINANCIAL MATTERS

Section 1. General. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any authority of the Board and shall keep at its registered or principal office a record of the names and addresses of the Directors. All books and records of the Corporation may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

Section 2. Financial Statements. Within ninety (90) days after the end of each fiscal year, the Board shall distribute to each Owner a copy of the annual financial statement consisting of balance sheet and income and expense statement for the preceding fiscal year. The Corporation shall make available to Owners, upon request and under reasonable circumstances, current copies of the Declaration, Articles of Incorporation, Bylaws, and rules concerning the property, the Corporation’s most recent financial statement, the current operating budget of the Corporation, and all other records of the Corporation.

Section 3. Tax Returns. The Board shall cause to be filed the necessary income tax returns for the Corporation.

Section 4. Fiscal Year. The Corporation’s fiscal year shall commence January 1 and shall end December 31.

ARTICLE IX
AMENDMENTS TO BYLAWS

Except as expressly provided in the Declaration, these Bylaws may be amended or repealed and new Bylaws may be adopted by two-thirds (2/3) of the Owners at any regular or special meeting of the Owners. The intention to amend or to repeal and adopt new bylaws shall be contained in the notice of such meeting, accompanied by a copy of summary of the proposed amendment.

ARTICLE X
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Oregon Nonprofit Corporation Law, as it exists or may be amended in the future, or under provisions of the Article of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8 - HUNTERS GLEN HOMEOWNERS’ ASSOCIATION BYLAWS
ARTICLE XI

HEADINGS

The headings contained in these Bylaws are for convenience and shall not in any way affect the meaning or interpretation of these Bylaws.

ARTICLE XII

CONFLICTS

These Bylaws shall be subject and subordinate to the Declaration. Any conflict between the provisions of these Bylaws and the Declaration shall be governed and controlled by the Declaration.

I, Nicholas R. Veroske, as Secretary of Hunters Glen Homeowners' Association, do hereby certify the foregoing to be the Bylaws of the Corporation, as adopted by the Board on this 17th day of March, 1999.

Nicholas R. Veroske, Secretary

STATE OF OREGON )
County of Yamhill ) ss.

This instrument was acknowledged before me this 7th day of March, 1999, by Nicholas R. Veroske, Secretary of Hunters Glen Homeowners' Association, an Oregon corporation, on behalf of the corporation.

Tracy Beck
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-21-02

9 - HUNTERS GLEN HOMEOWNERS' ASSOCIATION BYLAWS
AMENDMENT #1

to the DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HUNTERS GLEN

CITY OF SHERIDAN, YAMHILL COUNTY, OREGON

RECITALS

WHEREAS Declarant is the Owner of all that certain real property located in Yamhill County, Oregon, which has been platted and designated as Hunters Glen, according to the map and plat thereof on file with and recorded as Instrument No. 199907310 on April 9, 1999, in the Yamhill County Records; and

WHEREAS on April 14, 1999, the Members of the Hunters Glen Homeowners' Association held a special meeting of the Members for the purpose of considering and adopting the certain amendments to the Declaration;

NOW THEREFORE, the undersigned, constituting all of the Members of the Hunters Glen Homeowners' Association, do hereby adopt the following amendments to the Declaration:

1. With respect to Addendum A to hunters Glen CC&Rs, "HUNTERS GLEN DESIGN REQUIREMENTS", on page "16 of 32", Section 2.02 (c) Garages, that section is hereby restated to read as follows:

(c) Garages. All homes must include a garage designed to enclose at least one vehicle. Duplexes must have a garage for each living unit. Carports are not permitted on any lot.

2. With respect to Addendum A to hunters Glen CC&Rs, "HUNTERS GLEN DESIGN REQUIREMENTS", on page "18 of 32", Section 2.05 Street Trees, that section is hereby restated to read as follows:

Amendment #1 to Hunters Glen CC&Rs
2.05 **Street Trees**: Street trees may be installed by the developer for the benefit, care and maintenance of the Lot Owner. Any street tree so installed and subsequently removed by the Lot Owner during construction must be replaced within six (6) months of completion of the home. Such replacement tree must be of the same variety and approximately the same size as the tree that was removed.

I, Nicholas R. Veroske, as Secretary of Hunters Glen Homeowners' Association, do hereby certify that the foregoing Amendment #1 was adopted by the Members of the Association on the date stated above.

\[Signature\]

Nicholas R. Veroske, Secretary

\[Date\]

April 15, 1999

STATE OF OREGON

County of Yamhill

This instrument was acknowledged before me this 15 day of April, 1999, by Nicholas R. Veroske, Secretary of Hunters Glen Homeowners' Association, an Oregon corporation, on behalf of the corporation.

\[Signature\]

NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-18-2001
HUNTERS GLEN
THE S.W. 1/4 SEC. 26 AND THE S.E. 1/4 SEC. 27, T 5 S, R 6 W, W.M.
CITY OF SHERIDAN, YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE
I, Clarence E. Barker, hereby certify, that I have surveyed and marked with proper
measurments the land herein shown as HUNTERS GLEN, situated in the Southwest Quarter of Sec 26
and the Southeast Quarter of Section 27 in Township 5 South, Range 6 West of the Willamette
Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at the initial point of this subdivision; on the North line of Parcel 3
of Partition Plat No 47 as recorded in Film Volume 3, Page 417, Deed Records for Yamhill
County, Oregon;

Thence South 00°00'00" West along the West line of said Parcel 3, and the southerly ex-ten-
sion thereof, a distance of 461.76 feet to the Southeast corner of the second described parcel of
land in deed recorded in Film 271, Page 1609, Deed Records;

Thence South 85°27'36" West along the southerly line of said parcel, a distance of 461.41
feet to the eastern right-of-way line of 9th Street;

Thence North 09°10' East along said right-of-way line, a distance of 1919.94 feet;

Thence South 85°27'36" East 1919.94 feet to a point on the West line of that tract of land
consented to Rex L. Brown and Jane F. Brown by deed recorded in Film Volume 212, Page 1021,
Deed Records;

Thence South 00°00'00" West along the West line of said Brown tract and the southerly ex-
tension thereof, a distance of 461.06 feet to a point on the North line of Parcel 2 of said Par-
tion Plat No 47;

Thence South 00°00'00" West 00.06 feet to the point of beginning and containing 22,846
acres of land, more or less.

As per O.R.S. 92.370 (2), the post measurement of the interior sections within this
subdivision will be accomplished no later than June 1, 1999.

Date: 11-5-98

ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE APPROVED GRADING
PLAN ON FILE WITH THE CITY OF SHERIDAN.

ACCESSION OF DEDICATION

<table>
<thead>
<tr>
<th>Robert Collura</th>
<th>4-8-99</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Thomas C. Brown</th>
<th>4-8-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yamhill County Commissioner</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ted Conigliaro</th>
<th>4-7-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yamhill County Commissioner</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Linda A. Slightman</th>
<th>3-31-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yamhill County Recorder</td>
<td>Date</td>
</tr>
</tbody>
</table>

DECLARATION:

Know all men by these presents that we, NORSU WOODSHUSHERS GLEN L.L.C. and
Nicholas R. Venske and Laura E. Finney, being the owners of the land described in
the Surveyor's Certificate herein made and desiring to dispose of the same in left hand equal
the same to be surveyed and platted, the same to be known as HUNTERS GLEN.

We hereby dedicate to the public use forever the streets and easements shown herein. We
also certify that all taxes and assessments levied against said land have been paid in full.

DATE: 23rd of Feb. 1999

NORSU WOODSHUSHERS GLEN, L.L.C.
By: D. Finney, Manager

STATE OF OREGON
S.S.
COUNTY OF Yamhill

On this 23rd day of Feb. 1999, personally appeared before me the within
named Nicholas R. Venske and Laura E. Finney, persons lawfully acknowledged to me
that they executed the above declaration and who personally acknowledged to me
that they executed the same freely and voluntarily for the uses and purposes therein
named without fear or compulsion from anyone.

Witnish: County Recorder

INVENTORY AND MONUMENTATION:

In accordance with O.R.S. 92.079, the interior corners of this subdivision have been correctly set
with proper monuments. An affidavit has been prepared regarding the setting of said monuments
and is recorded in Instrument No. 1580103 in Yamhill County Records.
HUNTERS GLEN
THE S.W 1/4 SEC. 26 AND THE S.E 1/4 SEC. 27, T.5S, R.6W, W.M.
CITY OF SHERIDAN, YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE:
I, Clarence E. Baker, hereby certify, that I have surveyed and marked with proper
monuments the land herein shown as HUNTERS GLEN, situated in the Southwest Quarter of 26
and the Southwest Quarter of Section 27 in Township 5 South, Range 6 West of the Willamette
Meridian in Yamhill County, Oregon, and more particularly described as follows:
Beginning at the initial point of this subdivision marking the Northwest corner of Parcel 3
of Partition Plat '93-67 as recorded in Film Volume 3, Page 437, Deed Records for Yamhill
County, Oregon;
Thence South 09°20'00" West along the West line of said Parcel 3, and the southeasterly
extension thereof, a distance of 601.76 feet to the Southeast corner of the second described parcel
of land in deed recorded in Film 271, Page 1699, Deed Records:
Thence South 09°25'00" West along the southeasterly line of said parcel, a distance of 661.41
feet to the easterly right-of-way line of Viola Street;
Thence North '09°00'00" East 818.88 feet to a point on the West line of that tract of land
surveyed to Rob L. Beaver and John F. Brown by deed recorded in Film Volume 212, Page 1213,
Deed Records;
Thence South 09°10'00" West along the West line of said Brown tract and the southeasterly
extension thereof, a distance of 520.92 feet to a point on the North line of Parcel 3 of said Parti-
tion Plat '93-67;
Thence South '09°00'00" West 0.66 feet to the point of beginning and containing 22,804
acres of land, more or less.
As per O.S. 93.070 (2), the postmeasurement of the interior monuments within this
subdivision will be accomplished on or before June 1, 1999.

Clarence E. Baker
Registered Land Surveyor No. 636
Date: 11-5-98

ACCEPTANCE OF DEDICATION:

Robert Legnette
Yamhill County Commissioner

Date: 4-8-99

Thomas E. Brown
Yamhill County Commissioner

Date: 4-8-99

Ted Ergenovich
Yamhill County Commissioner

Date: 4-8-99

Linda A. Stegeman
Yamhill County Commissioner

Date: 4-7-99

Yamhill County Surveyor's
APPROVAL:

Linda A. Stegeman
Yamhill County Surveyor

Date: 4-7-99

N. Olly

City Engineer, City of Sheridan

Date: March 24, 1999

STATE OF OREGON
COUNTY OF Marion

Taxes and assessments on the above described property have been paid or land posted to
June 30, 1999.

Linda A. Stegeman
Yamhill County Tax Collector

Date: 4-7-99

DECLARATION:

Know all men by these presents that we, NORSE WOODS HUNTERS GLEN, LLC and
Nicholas R. Verroeste, being the owners of the land described in the
Surveyor's Certificate hereto made and directing to dispose of the same in lots have caused the
same to be surveyed and plotted, the same to be known as HUNTERS GLEN.

We hereby dedicate to the public use forever the streets and monuments shown herein. We
also certify that all taxes and assessments levied against said land have been paid in full.

By: William F. Hoey, Manager

By: Nicholas R. Verroeste, President

STATE OF OREGON
S.S.
COUNTY OF Marion

On this 23rd day of Feb., 1999, personally appeared before me the within
named Nicholas R. Verroeste and William F. Hoey, personally known to me to be the identical
persons described in and who executed the above instrument and who personally acknowledged to me
that they executed the same freely and voluntarily for the uses and purposes therein named
without fear or compulsion from anyone.

Notary Public for Oregon
My commission expires: 7-2-00

INTERIOR CORNER MONUMENTATION:
In accordance with O.R.S. 93.070, the interior corners of this subdivision have been correctly set
with proper monuments. An affidavit has been prepared regarding the setting of said monuments
and is recorded in Instrument No. 1,487,512, Yamhill County Records.

Clarence E. Baker
Yamhill County Surveyor

Date: 6/16/02

I hereby certify that this is a true and exact copy of the original plot.

Clarence E. Baker, PLS 636

SHEET 3 OF 3
BARKER SURVEYING COMPANY
2035 25th Street SE
Salem, Oregon 97302

INTERIOR MONUMENT AFFIDAVIT

I, Clarence E. Barker, P.L.S. #636, being first duly sworn, do hereby say that in accordance with O.R.S. 92.070, I have correctly surveyed and marked with proper monuments, the interior corners as indicated on the plat of Hunters Glen as recorded in Plat Volume 11, Page 107, Records of Plats of Yamhill County, Oregon. Said interior corners were set on February 15, and 16 and March 30, 1999 and the centerline monuments were set on March 10, 2006.

Signed before me this 13th day of March 2006.

[Signature]

Registered Professional Land Surveyor

OREGON
JULY 10, 1994
CLARENCE E. BARKER
636

Expiration date 12/31/2007

COUNTY SURVEYOR APPROVAL

Approved this 15th day of March, 2006 in accordance with O.R.S. 92.070(4).

[Signature]

YAMHILL COUNTY SURVEYOR

Return to: Barker Surveying Co.
2035 25th Ave. SE
Salem, OR 97302