DECLARATION

THIS DECLARATION, made this 4th day of February, 1999, by MICHELBOOK ESTATES, INC., an Oregon corporation, hereafter called the "Developer".

WITNESSETH:

Whereas, MICHELBOOK ESTATES, INC. is the owner of the real property described in this declaration and desires to create thereon a residential community with common facilities for the benefit of said community. This community shall be referred to as the "Michelbook Fifth and Sixth Addition Homeowners' Association", which at the time of adoption of these Covenants and Restrictions Consists of Michelbook's Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon; and

Whereas, Michelbook Estates, Inc. has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which shall be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. This agency shall be referred to as the "Michelbook Fifth and Sixth Additions Homeowners' Association",

ARTICLE I

DEFINITIONS The following words, when used in this declaration, or any subsequent or supplemental declaration (unless the context shall prohibit), shall have the following meanings:

Section 1. "Association" shall mean and refer to the Michelbook Fifth and Sixth Additions Homeowners' Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 2. "Association of Members" shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the declaration and bylaws.

Section 3. "Building" shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.
Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5. "Declaration" shall mean these Covenants and Restrictions and any written amendments and supplements thereto.

Section 6. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to an area or areas leading to a public street or highway.

Section 7. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and bylaws of the Association.

Section 8. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the to mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean parks, commons, streets, foot ways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of incorporation, and bylaws of the Association.

ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit "A", all of which said real property shall hereinafter be referred to as "existing property".

PAGE 2 DECLARATION OF CONDITIONS AND RESTRICTIONS
ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

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

Class A: Class A members shall be all of the lot owners. An owner’s proportionate share of the revenue and expense associated with the private cartons shall be equal to his proportionate voting share in the Association. Each Class A owner shall have one vote per lot owned except as to condominium developments where each condominium unit owner shall be a member as defined by Article I, Section 7, and an owner as defined by Article I, Section 8 hereof, and shall have one vote per condominium unit owned, whether the lot or condominium owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit; provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves shall decide.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to two times the votes for each lot or unit owned by a Class A member for the lots or condominium units within Association properties; provided, however, that the class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent (50%) of the lots or condominium units set forth upon this declaration to be filed have been sold; or (b) On the 31st day of December, 1999. From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members’ Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook’s Fifth and Sixth Additions to
the City of McMinnville, Yamhill County, Oregon, shall have an equal and undivided interest per lot owned in the private commons of Michelbook’s Fifth and Sixth Additions.

Section 3. Extent of Members’ Easement. The rights and easements of enjoyment created hereby shall be subject to the following.

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons access to his residence.

(b) The right of the Association or Developer to dedicate or transfer, subject to membership acceptance thereof, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Developer, for each lot owned by it within the properties, hereby covenants with, and each owner of any lot by acceptance of a 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 (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be fixed, established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such lien shall be enforceable in a manner consistent with the provisions of ORS Chapter 88 which governs foreclosures generally, or any other key statute or regulation governing foreclosure of Homeowner Association liens. The prevailing party shall be entitled to attorneys fees as provided by Article XI, Section 5 herein.
ARTICLE VI
ARCHITECTURAL COMMITTEE

Section 1. An Architectural Committee shall be formed to insure the proper and harmonious development of the property consistent with the adjoining golf course and country club. Initially, the Developer shall be responsible to appoint members to the Architectural Committee, of which not less than one shall be a lot owner. However, at such time as the Class B membership shall cease, the Association shall be responsible to appoint members to the Architectural Committee. The Architectural Committee shall at all times consist of as many persons, not less than three (3), as the Developer or the Association shall appoint, and shall at all times contain a member appointed by Michelbook Estates, Inc. The Architectural Committee shall perform the functions outlined below.

Section 2. Lot owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Committee a complete set of plans and specifications therefor in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design; (3) the exterior color scheme; (4) the exact location of the improvement on the home site; (5) the location of driveways and parking areas; (6) the landscaping arrangement; and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of said plans and specifications may be withheld not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said Committee with the items set forth in paragraph (a) above which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other home sites in the immediate vicinity of the premises.

(c) If at any time the lot owner shall have submitted to the Committee plans and specifications and the Committee shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the lot owner of its objections within such period such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Committee, the Committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter, said Committee shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act...
within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

(d) The Architectural Committee has prepared an architectural checklist setting forth general concepts for the development of said tract which is available at the office of the Developer. Such checklist may be modified from time to time.

ARTICLE VII
EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. The Developer reserves for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but are not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

ARTICLE VIII
BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units to be built within this development shall not exceed thirty-five (35) feet at the peak of the roof as measured from the nearest curb. Provided, however, that Lots 1, 2, 3, 4, and 5 of Michelbook’s Fifth Addition shall be restricted to a single story or construction height as permitted by the City of McMinnville.

Section 2. Square feet to be contained in any house constructed. Any house constructed shall have a minimum area of 2000 square feet of living area on the ground floor; provided, however, that any condominium unit constructed thereon shall have a minimum area of 1,400 square feet of living area on the ground floor. Houses and condominium constructing a second floor shall have a maximum of 1200 square feet of living area on the second story level.

Section 3. Set-back requirements. The minimum side yard requirement for a single-family lot shall be ten (10) feet. Front yard set-back requirements shall be twenty (20) feet. Rear yard set-back requirements shall be twenty (20) feet for lots not...
adjacent to the golf course, and thirty (30) feet for lots adjacent to the golf course. No improvement of any kind shall be constructed within the setback area.

Section 4. Restrictions on carports. No carports shall be allowed in the development. Parking shall be provided by means of entirely enclosed parking facilities or garages. There will be also a 2-car minimum requirement for any garage or enclosed parking facility constructed.

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural Committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

Section 6. Landscaping plans and installation must be approved by the Architectural Committee of the Association.

Section 7. Roofs shall be cedar shake, cedar shingle or tile, or approved by the Architectural Committee of the Association; however, under no circumstances will asphalt shingles be permitted or approved for usage.

Section 8. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained the same as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay MICHELBOOK ESTATES, INC. a monthly fee of $8.50 to perform such maintenance service.

Section 9. Construction time limit. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of a building permit or from the date that the Architectural Committee approves the plans and specifications, whichever is later.

Section 10. Exterior building and outbuilding colors shall be natural, tans, beige, browns, or earth color, or approved by the Architectural Committee of the Association. In no circumstance shall pastel or vibrant exterior colors be approved by the Architectural Committee.

Section 11. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Committee of the Association, and must be constructed of the same exterior roofing and siding materials used for the residence located on such lot.

PAGE 7 DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 12. Construction Siding Materials. Residences shall be constructed of brick, stone, cedar, E.I.F.S., stucco, camatious board, or other like materials approved by the Architectural Committee, provided, however, that under no circumstances will T-111, T-303 or exterior paneling of similar type be permitted or approved for usage.

ARTICLE IX
GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot Owners. No animal confinement pen or structure shall be constructed or maintained outside of the residence located on the lot.

Section 2. Manufactured or Mobile Homes, Temporary Structures. No manufactured or mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a permitted construction type of modular office to be used only during the period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Section 3. Motor homes, recreational vehicles, campers, boats, or travel trailers. No camper, motor home, recreational vehicle, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side, front, side or rear yard for a period exceeding two (2) days. Campers, motor homes, recreational vehicles, boats, or travel trailers may be left on or adjacent thereto for a reasonable period of time to permit cleaning, loading or unloading, not to exceed the applicable limitation provided by the City of McMinvile ordinance governing such subject. Storage of any motor home, camper, recreational vehicle, boats or travel trailers on a lot for more than five days shall be entirely within a garage or other outside structure construction of which has been approved by the Architectural Committee of the Association.

Section 4. Trash or refuse. No open air trash, refuse or garden material burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on property contained in this development. Failure to such trash, refuse and garden material will result in the Association having such removed and presenting the owner of the property with a charge for said removal, which charge, if not paid within thirty (30) days, shall result in a lien being recorded against the property involved.

Section 5. Commercial business. No commercial business of any type shall be allowed to be established on or operated from this development.
Section 6. Nonusable motor vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in an entirely enclosed building where it will not be visible from the street or other property within the development.

Section 7. One family per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 8. No offensive noise or activities. No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with other residents' use of their property or the private commons.

Section 9. Restrictions on lake activities. No resident or guest shall utilize the adjacent lake located on the Developer’s property for fishing, boating or other lake related purposes.

Section 10. Swimming pool construction. Swimming pools constructed on lots shall be entirely of the underground type. No above ground swimming pools may be installed or constructed on any lot.

Section 11. Satellite dishes and antennas. No satellite dish, antenna, weather vane or other attachment shall extend more than thirty-six (36) inches above the roof line of a residence at the point of attachment, and shall not to exceed a total of thirty-five feet of height at its highest projection. Satellite dishes may not exceed twenty (20) inches diameter in size.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this declaration, and said covenants and restrictions shall terminate thereafter only upon the written agreement of not less than ninety percent of the record owners of the lots contained in said tract.

PAGE 9 DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 2. Enforcement. The Association, or any owner, or the owner of any recorded mortgage contract vendor or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, liens or charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and highways located upon the property shall be owned and open for use by the police, fire, and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have further authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than ninety percent (90%) of the lot owners. Any amendment shall be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, the beneficial party under such easement if other than an owner, and the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney’s fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party shall pay such sum as the appellate court shall adjudge reasonable as prevailing party’s attorney’s fees on such appeal.

Dated this 4 day of February, 1999.

MICHELBOCK ESTATES, INC., a corporation,

By: [Signature]
President

By: [Signature]
Secretary

PAGE 10 DECLARATION OF CONDITIONS AND RESTRICTIONS
Personally appeared ANDY C. PATTON and MARTIN BERGAN being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of MICHELBOOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors as its free and voluntary act.

Notary Public,
My Commission expires 9-21-02

Notary Seal
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FIFTH AND SIXTH ADDITIONS
A Residential Community with Common Facilities

DECLARATION

THIS AMENDMENT TO DECLARATION is made pursuant to Section 5 of the original Declaration recorded in official Yamhill County Records on February 5, 1999, Document No. 199902355.

WITNESSETH

WHEREAS, the lot owners of Michelbook's Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon, desire to amend the Declaration of Covenants and Restrictions for Michelbook's Fifth and Sixth Additions recorded in the official records of Yamhill County, Oregon, on February 5, 1999, Document No. 199902355.

NOW, THEREFORE, the lot owners of Michelbook's Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon, by and through the Michelbook Fifth and Sixth Additions Homeowners' Association, amend the Declaration of Covenants and Restrictions for Michelbook's Fifth and Sixth Additions as follows:

AMEND Article VIII, Section 5, by replacing existing Article VIII, Section 5, with the following new Article VIII, Section 5, to-wit:

"Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural Committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence")."
The undersigned President of the Michelbook Fifth and Sixth Additions Homeowners' Association certifies that more than ninety percent (90%) of the lot owners approved this Amendment, as evidenced by the attached "PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS" signed by each lot owner.

MICHELBOOK FIFTH AND SIXTH ADDITIONS HOMEOWNERS' ASSOCIATION

By: [Signature]
    Bill Cooper, President

STATE OF OREGON )
    ) ss.
County of Yamhill )

On the 3rd day of July, 2001, personally appeared the above named BILL COOPER who, being duly sworn, did say that he is the President of MICHELBOOK FIFTH AND SIXTH ADDITIONS HOMEOWNERS' ASSOCIATION, and that the foregoing instrument was signed on behalf of said organization by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-10-02
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5, Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

II. Proposed Change:

Section 5, Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall no exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence").

☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

[Signature]

Name, Please Print

Addition

Lot #
BALLOT

PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence").

☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

[Signature]

John Blanchard

Name, Please Print

6th Addition 11/12

Lot #

4/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

[signature]
Name, Please Print

[signature]
Signature

6th 4th
Addition Lot #
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

II. Proposed Change:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf court frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence").

For the above change to the Covenants and Restrictions

___ Against the above change to the Covenants and Restrictions

Name, Please Print ___________________________ Signature ___________________________

Addition 6th Lot # 15

6/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5, OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

II. Proposed Change:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence").

☐ For the above change to the Covenants and Restrictions
☐ Against the above change to the Covenants and Restrictions

Name, Please Print ___________________________ Signature ___________________________

    6 th    Lot #

7/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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✓ For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

Name, Please Print: [signature]
Signature: [signature]
Addition: 5th
Lot #: 11

Date: 8/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Edward J. Gormley   Signature
Name, Please Print   Addition  Lot #
5th 6
9/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE
COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK
FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be
constructed across or parallel to the rear property line of any lot. No fences shall
be constructed across or parallel to the front property line of any lot unless
approved by the Architectural committee of the Association as being consistent
with and integral to the approved design for the residence on such lot. Fences
shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in
height. All side yard fences shall be constructed outside of the front, rear, and
side yard setbacks. The location, material, and design of any fences constructed
shall be approved by the Architectural Committee prior to construction.

II. Proposed Change:

Section 5. Fences. Except as required for swimming pools, no fences shall be
constructed across or parallel to the rear property line of any golf course
frontage lot, rear fences on interior lots must be approved by the Architectural
Committee of the Association prior to construction. No fence shall be
constructed across or parallel to the front property line of any lot inside the front
setback. Fences shall be constructed of wood or masonry, and shall no exceed
six feet in height. All side yard fences shall be constructed outside of the front
and rear setbacks except for interior lots where the side yard fence can intersect
the rear fence. The location, material and design of any fences constructed shall
be approved by the Architectural committee prior to construction. All fences
shall look the same when viewed from either side ("good neighbor fence").

\[ \checkmark \] For the above change to the Covenants and Restrictions

\[ \_ \] Against the above change to the Covenants and Restrictions

\[ \text{Tim Harris} \]
Name, Please Print

\[ \text{[Signature]} \]
Signature

\[ \text{6 th Lot #} \]
Addition

10/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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X For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

[Signature]

Name, Please Print

Addition

Lot #

10 5 10/14/14
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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_/ For the above change to the Covenants and Restrictions
_/ Against the above change to the Covenants and Restrictions

JANE Hurlbert  
Name, Please Print

Hurlbert  
Signature

6th 13  
Addition Lot #

17/83
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Francie & Faye Kanyon
Name, Please Print

Signature

Addition

Lot #

13/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Jeff Kizer
Name, Please Print

☐
Signature

5th
Addition

5
Lot #

1/1/23
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE
COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK
FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be
constructed across or parallel to the rear property line of any lot. No fences shall
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approved by the Architectural committee of the Association as being consistent
with and integral to the approved design for the residence on such lot. Fences
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__ For the above change to the Covenants and Restrictions

__ Against the above change to the Covenants and Restrictions

Name, Please Print ___________________________ Signature _______________________
Fifth ___________________________ Sixth ___________________________ Addition
_________________________ Lot # ___________________________
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5, OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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[Signature]

For the above change to the Covenants and Restrictions

[Signature]
Against the above change to the Covenants and Restrictions

Name, Please Print  Signature  Addition Lot #

11/3/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE
COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK
FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be
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the rear fence. The location, material and design of any fences constructed shall
be approved by the Architectural committee prior to construction. All fences
shall look the same when viewed from either side ("good neighbor fence").

✓ For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

LALONDE  ROBERT  A  Robert A Lalonde  6 th
Name, Please Print  Signature  Addition  Lot #
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

[Signature]

Name, Please Print

[Signature]

Addition

Lot #

18/33
BALLOT

PROPOSED CHANGE TO ARTICLE VIII, SECTION 5, OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

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[Signature]

For the above change to the Covenants and Restrictions

[Signature]

Against the above change to the Covenants and Restrictions

Name, Please Print

Signature

Addition

Lot #
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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☐ For the above change to the Covenants and Restrictions
☐ Against the above change to the Covenants and Restrictions

Michael McKenzie
Name, Please Print

Michael McKenzie
Signature

6th
Addition

16
Lot #

20/23
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

STEVEN D. DALTON
Name, Please Print

Signature

5th Lot #
Addition

21/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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☐ For the above change to the Covenants and Restrictions
☐ Against the above change to the Covenants and Restrictions

Michelbook Country Club
Michelbook Estates, Inc.

Name, Please Print

Signature

th Addition
Lot #

5th Addition Lots 1 2 3 4 17
18 19 20 21

6th Addition Lots 1 21 22 25 26

22/23
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

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X For the above change to the Covenants and Restrictions

__ Against the above change to the Covenants and Restrictions

Name, Please Print Randy Christ
Signature
Addition 6th Lot #
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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For the above change to the Covenants and Restrictions

☑ Against the above change to the Covenants and Restrictions

Rodger Olson  Rodger Olson  5th  3
Name, Please Print  Signature  Addition  Lot #

24/33
BALLOT

PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any lot. No fences shall be constructed across or parallel to the front property line of any lot unless approved by the Architectural committee of the Association as being consistent with and integral to the approved design for the residence on such lot. Fences shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front, rear, and side yard setbacks. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

II. Proposed Change:

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot, rear fences on interior lots must be approved by the Architectural Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall no exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence").

✓ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Forrest Peters
Name, Please Print

Fred O. Parker
Signature

6th 17
Addition Lot #
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5, OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

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_ X_ For the above change to the Covenants and Restrictions

_ ___ Against the above change to the Covenants and Restrictions

Name, Please Print ____________________________
Signature .......................................................... Addition 6 th Lot # 2

_ 26/33_
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE
COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK
FIFTH AND SIXTH ADDITIONS

I. Present wording:

Section 5. Fences. Except as required for swimming pools, no fences shall be
constructed across or parallel to the rear property line of any lot. No fences shall
be constructed across or parallel to the front property line of any lot unless
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with and integral to the approved design for the residence on such lot. Fences
shall be constructed of wood, vinyl, or masonry, and shall not exceed six feet in
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shall be approved by the Architectural Committee prior to construction.

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constructed across or parallel to the front property line of any lot inside the front
setback. Fences shall be constructed of wood or masonry, and shall no exceed
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and rear setbacks except for interior lots where the side yard fence can intersect
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shall look the same when viewed from either side (“good neighbor fence”).

☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Name, Please Print _____________________________ Signature _____________________________
Addition ____________ Lot # ________________
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

[Signature]

Name, Please Print

5th Lot #

28/33
BALLOT

PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE Covenants and Restrictions FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

I. Present wording:

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Against the above change to the Covenants and Restrictions

[Signature]
Name, Please Print

Date
Addition
Lot #
BALLOT

PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

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☐ For the above change to the Covenants and Restrictions

☐ Against the above change to the Covenants and Restrictions

Name, Please Print ___________________________ Signature _____________________________

5th Addition 15 Lot #

30/33
BALLOT
PROPOSED CHANGE TO ARTICLE VIII, SECTION 5. OF THE COVENANTS AND RESTRICTIONS FOR THE MICHELBOOK FIFTH AND SIXTH ADDITIONS

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[X] For the above change to the Covenants and Restrictions

___ Against the above change to the Covenants and Restrictions

[Signature] [Name, Please Print] [Addition] [Lot #]

6th 10

31/33
BALLOT

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___ Against the above change to the Covenants and Restrictions

[Signature]

[Name, Please Print] [Addition Lot #] [Date]
BALLOT
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X For the above change to the Covenants and Restrictions

Against the above change to the Covenants and Restrictions

[Signature]

Name, Please Print

Signature

6 th Addition

Lot #
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FIFTH AND SIXTH ADDITIONS
A Residential Community with Common Facilities

DECLARATION

THIS RESTATED DECLARATION, made this 18th day of FEB., 2003, by
MICHELBOOK ESTATES, INC., an Oregon corporation, hereafter called the
"Developer". The ORIGINAL DECLARATION was made 4th day of February 1999
and amendments to the ORIGINAL DECLARATION were made 3 day of July 2001.

WITNESSETH:
Whereas MICHELBOOK ESTATES, Inc. is the owner of the real property described in
this declaration and desires to create thereon a residential community with common
facilities for the benefit of said community. This community shall be referred to as the
"Michelbook Fifth and Sixth Addition Homeowners' Association", which at the time of
adoption of these Covenants and Restrictions Consists of Michelbook’s Fifth and Sixth
Additions to the City of McMinnville, Yamhill County, Oregon; and

Whereas, Michelbook Estates, Inc. has deemed it desirable for the efficient preservation
of the values and amenities in said community to create an agency to which should be
delegated and assigned the powers of maintaining, administering, and enforcing the
covenants and restrictions and collecting and disbursing the assessments and charges
hereinafter created. This agency shall be referred to as the "Michelbook Fifth and Sixth
Addition Homeowners’ Association",

ARTICLE I

DEFINITIONS The following words, when used in this declaration, or any subsequent
or supplemental declaration (unless the context shall prohibit), shall have the following
meanings:

Section 1. "Association" shall mean and refer to the Michelbook Fifth and
Sixth Addition Homeowners' Association, a non-profit corporation organized and
existing under the laws of the State of Oregon.

Section 2. "Association of Members" shall mean all the owners and other
persons and entities who are members pursuant to Article III, Section I.,

PAGE 1 DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 3. “Building” shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4. “Common Expenses” shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of the Association.

Section 5. “Declaration” shall mean these Covenants and Restrictions and any written amendments and supplements thereto.

Section 6. “Lot” shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to an area or areas leading to a public street or highway.

Section 7. “Member” shall mean those individuals and entities designated under Article III, Section 1. “Voting Members” shall mean those persons and entities entitled to vote pursuant to this Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 8. “Owner” shall mean the record owner, or contract purchaser, whether one or more persons or entities, or a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. “Private Commons” shall mean parks, commons, streets, foot ways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10. “Properties” or “Property” shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation, and bylaws of the Association.
ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit "A", all of which said real property shall hereinafter be referred to as "existing property".

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member.

Section 2. Voting Rights. Voting members shall consist of lot owners. Each lot owner shall have one vote per lot owned. Condominium unit owners shall collectively be considered as one lot owner, although each condominium unit owner shall be a member as defined by Article I, Section 7, and an owner as defined by Article I, Section 8. When more than one person holds an ownership interest in a lot, as in the case of condominium ownership, all such persons shall exercise their vote as a unit, provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to vote unless the dispute be resolved as they among themselves shall decide.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook's Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon, shall have an equal and undivided interest per lot owned in the private commons of Michelbook's Fifth and Sixth Additions.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:
(a) The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons access to his residence.

(b) The right of the Association or Developer to dedicate or transfer all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the voting members; provided, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the voting members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Developer (for each lot owned by it within the properties), and each lot owner, by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed or other conveyance), hereby covenant and shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (which may be paid on a yearly basis); and (2) special assessments for capital improvements, replacements or repairs. Such assessments shall be fixed established and collected from time to time as provided in the Bylaws. Condominium unit owners shall collectively be considered as one lot owner, but shall be assessed on a pro rata basis. The annual and special assessments, together with such interest thereon, and cost of collection thereof as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such lien shall be enforceable in a manner consistent with the...
provisions of ORS Chapter 88 which governs foreclosures generally, or any other key statute or regulation governing foreclosure of Homeowner Association liens. The prevailing party shall be entitled to attorney's fees as provided by Article XI, Section 5 herein.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

Section 1. An Architectural Review Committee shall be formed to insure the proper and harmonious development of the property consistent with the adjoining golf course and country club. The Board members of MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION shall be responsible to appoint members to the Architectural Review Committee. The Architectural Review Committee at all times shall consist of five (5) individuals, one of which shall always be a member appointed by Michelbook Estates, Inc. The Architectural Review Committee shall perform the functions outlined below:

Section 2. Owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Review Committee a complete set of plans and specifications therefore in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of said plans and specifications may be withheld not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said Committee with items set forth in paragraph (a) above which, in the reasonable judgment of
the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other home sites in the immediate vicinity of the premises.

(c) If at any time the owner shall have submitted to the Committee plans and specifications and the Committee shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the owner of its objections within such period such plans and specifications shall be deemed to have been approved by the Architectural Review Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Committee, the Committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within then (10) days thereafter, said Committee shall either approve said improvement or notify the owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

(d) The Architectural Review Committee has prepared and architectural checklist setting forth general concepts for the development of said tract which is available at the office of the Developer. Such checklist may be modified from time to time.

ARTICLE VII
EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.
Section 2. The Developer reserves for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but are not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

ARTICLE VIII
BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units to be built within this development shall not exceed thirty-five (35) feet at the peak of the roof as measured from the nearest curb. Provided, however, that Lots 1, 2, 3, 4, and 5 of Michelbook's Fifth Addition shall be restricted to a single story of construction height as permitted by the City of McMinnville.

Section 2. Square feet to be contained in any house constructed. Any house constructed shall have a minimum area of 2000 square feet of living area on the ground floor; provided, however, that any condominium unit constructed thereon shall have a minimum area of 1,400 square feet of living area on the ground floor. Houses and condominium constructing a second floor shall have a maximum of 1,200 square feet of living area on the second story level.

Section 3. Set-back requirements. The minimum side yard requirement for a single-family lot shall be ten (10) feet. Front yard set-back requirements shall be twenty (20) feet. Rear yard set-back requirements shall be twenty (20) feet for lots not adjacent to the golf course, and thirty (30) feet for lots adjacent to the golf course. No improvement of any kind shall be constructed within the set back areas.

Section 4. Restrictions on carports. No carports shall be allowed in the development. Parking shall be provided by means of entirely enclosed parking facilities or garages. There will be also a 2-car minimum requirement for any garage or enclosed parking facility constructed.

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage.
lot. Rear fences on interior lots must be approved by the Architectural Review Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural Review Committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence"). Fence construction of any type is subject to the approval by contiguous neighboring lot(s). These signed neighboring approval(s) are to accompany fence construction request review to the Architectural Review Committee. (The only exception to subject contiguous neighboring approval will be if contiguous neighboring lot is vacant of a dwelling.)

Section 6. Landscaping plans and installation must be approved by the Architectural Review Committee of the Association. At the discretion of the ACR, or at the request of contiguous neighbor(s), the contiguous neighbor(s) would have the right to testify before the ARC if they have objections or complaints as to proposed landscaping plan.

Section 7. Roofs shall be cedar shake, cedar shingle or tile, or approved by the Architectural Review Committee of the Association; however, under no circumstances will asphalt shingles be permitted or approved for usage.

Section 8. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he or she shall maintain said lot with a regular mowing of grasses so same does not exceed 12" in height; additionally grasses are to be as free of weeds as possible and lot of other foreign debris. All lot owners must mow and otherwise maintain their lot(s) to the equivalent of above said status or lot owner will pay a minimum fee of $85 (more dependent on actual cost of necessary services) to MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION each time it is deemed necessary by the MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNER ASSOCIATION'S ARC to contract for this maintenance service. Payment of said fee is due not later than thirty (30) days after issuance of billing to lot owner, which charge, if not paid within thirty (30) days, shall result in a lien against the property involved.

Section 9. Construction time limit. Unless otherwise agreed to between the Architectural Review Committee and the owner in writing, all construction on any lot must be completed and occupancy permit issued within 365 days from the date of the issuance of a building permit or from the date that the Architectural Review Committee
approves the plans and specifications, whichever is later. In the event that the owner does not comply with the aforementioned construction time limit, he agrees to pay MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS’ ASSOCIATION a $50.00 fine per day until all construction is completed and the required occupancy permits issued. Cumulative daily fine will be due the first day of each month, which if not paid within thirty (30) days, shall result in a lien against the property involved.

Section 10. Exterior building and outbuilding colors shall be natural, tans, beige, browns, or earth color, or approved by the Architectural Review Committee of the Association. In no circumstance shall pastel or vibrant exterior colors be approved by the Architectural Committee.

Section 11. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Review Committee of the Association, and must be constructed of the same exterior roofing and siding materials used for the residence located on such lot.

Section 12. Construction Siding Materials. Residences shall be constructed of brick, stone, cedar, E.I.F.S., stucco, cemataitious board, or other like materials approved by the Architectural Review Committee, provided, however, that under no circumstances will T-111, T-303 or exterior paneling of similar type be permitted or approved for usage.

ARTICLE IX
GENERAL RESTRICTIONS

Section 1. Animals. No animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats, fish, hamsters, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other Owners. Dogs are not to run free, i.e. must be restrained via effective verbal command, leashed, or some other equally effective manner. All animal fecal matter is to be picked up and properly disposed of immediately after deposit of such matter. No animal confinement pen or structure shall be constructed or maintained outside of the residence located on the lot.
Section 2. Manufactured or Mobile Homes, Temporary Structures. No manufactured or mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a permitted construction type of modular office to be used only during the period of construction. Approval shall rest with the Architectural Review Committee for granting such a permit.

Section 3. Motor Homes, Recreational Vehicles, Campers, Boats, or Travel Trailers. No camper, motor home, recreational vehicle, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side, front, side or rear yard for a period exceeding two (2) days. Campers, motor homes, recreational vehicles, boats, or travel trailers may be left on a lot or adjacent thereto for a reasonable period of time to permit cleaning, loading or unloading, not to exceed the applicable limitation provided by the City of McMinnville ordinance governing such subject. Storage of any motor home, camper, recreational vehicle, boats or travel trailers on a lot for more than five (5) days shall be entirely within a garage or other outside structure construction of which has been approved by the Architectural Review Committee of the Association.

Section 4. Trash or Refuse. No open air trash, refuse or garden material burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on property contained in this development. Failure to such trash, refuse and garden material will result in the Association having such removed and presenting the owner of the property with a charge for said removal, which charge, if not paid with thirty (30) days, shall result in a lien being recorded against the property involved.

Section 5. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development.

Section 6. Non-useable Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute and attractive nuisance creating a hazard to the health and safety of minors, and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in an entirely enclosed building where it will not be visible from the street or other property within the development.

PAGE 10 DECLARATION OF CONDITIONS AND RESTRICTIONS

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Section 7. One family per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 8. No offensive noise or activities. No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with other residents’ use of their property or the private commons.

Section 9. Restrictions on lake activities. No resident or guest shall utilize the adjacent lake located on the Developer’s property for fishing, boating or other lake related purposes.

Section 10. Swimming pool construction. Swimming pools constructed on lots shall be entirely of the underground type. No above ground swimming pools may be installed or constructed on any lot.

Section 11. Satellite dishes and antennas. No satellite dish, antenna, weather vane or other attachment shall extend more than thirty-six (36) inches above the roof line of a residence at the point of attachment, and shall not exceed a total of thirty-five (35) feet of height at its highest projection. Satellite dishes may not exceed twenty (20) inches diameter in size.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, bind the respective successors in interest of the present owner thereof. These covenants, and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this declaration, and said covenants and restrictions shall terminate thereafter only upon the written agreement of not less than ninety percent of the record owners of the lots contained in said tract.

Section 2. Enforcement. The Association, or any owner, or the owner of any recorded mortgage contract vendor or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, liens or charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and highways located upon the property shall be owned and open to use by the police, fire and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have further authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by not less than ninety (90%) of the voting members. Any amendment shall be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, the beneficial party under such easement if other than an owner, and the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney’s fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party shall pay such sum as the appellate court shall adjudge reasonable as prevailing party’s attorney’s fees on such appeal.
IN WITNESS WEREOF, Michelbook Fifth and Sixth Additions Homeowners' Association has adopted the above CC&R changes on this 16th day of March, 2003, in accordance with the Declaration and the provisions of ORS 94.590(3), as amended.

MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION,

By: ____________________________  By: ____________________________
William Cooper - President      Jim Thigpen - Secretary

On this 16th day of March, 2003, personally appeared the above named William Cooper and Jim Thigpen, as President and Secretary of Michelbook Fifth and Sixth Additions Homeowners' Association, respectively, and acknowledged the foregoing instrument to be their voluntary act and deed.

Tammy J. Runyon
Notary Public,
My Commission expires 4-11-04

Notary Seal

PAGE 13 DECLARATION OF CONDITIONS AND RESTRICTIONS
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MICHELBOOK'S FIFTH AND SIXTH ADDITIONS  
A Residential Community with Common Facilities  

DECLARATION  

THIS SECOND RESTATED DECLARATION, made this ___ day of _______  
2003, by MICHELBOOK ESTATES, INC., an Oregon corporation, hereafter called the  
"Developer". The ORIGINAL DECLARATION was made 4th day of February 1999  
and amendments to the ORIGINAL DECLARATION were made 3rd day of July 2001  
and amendments to the ORIGINAL were made in a RESTATED DECLARATION  
made the 18th day of February 2003.  

WITNESSETH:  
Whereas MICHELBOOK ESTATES, Inc. is the owner of the real property described in  
this declaration and desires to create thereon a residential community with common  
facilities for the benefit of said community. This community shall be referred to as the  
"Michelbook Fifth and Sixth Addition Homeowners' Association", which at the time of  
adoptions of these Covenants and Restrictions Consists of Michelbook's Fifth and Sixth  
Additions to the City of McMinnville, Yamhill County, Oregon; and  

Whereas, Michelbook Estates, Inc. has deemed it desirable for the efficient preservation  
of the values and amenities in said community to create an agency to which should be  
delegated and assigned the powers of maintaining, administering, and enforcing the  
covenants and restrictions and collecting and disbursing the assessments and charges  
hereinafter created. This agency shall be referred to as the "Michelbook Fifth and Sixth  
Addition Homeowners' Association",  

ARTICLE I  

DEFINITIONS  The following words, when used in this declaration, or any subsequent  
or supplemental declaration (unless the context shall prohibit), shall have the following  
meanings:  

Section 1. "Association" shall mean and refer to the Michelbook Fifth and  
Sixth Addition Homeowners' Association, a non-profit corporation organized and  
existing under the laws of the State of Oregon.  

PAGE 1/DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 2. "Association of Members" shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the declaration and bylaws.

Section 3. "Building" shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of the Association.

Section 5. "Declaration" shall mean these Covenants and Restrictions and any written amendments and supplements thereeto.

Section 6. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to an area or areas leading to a public street or highway.

Section 7. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and bylaws of the Association.

Section 8. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, or a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean parks, commons, streets, footways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation, and bylaws of the Association.
ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit “A”, all of which said real property shall hereinafter be referred to as “existing property”.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Present Wording of ARTICLE III, SECTION 1 & 2:
Section 1. Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

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

Class A: Class A members shall be all the lot owners. An owner’s proportionate share of the revenue and expense associated with the private cartons shall be equal to his proportionate voting share in the Association. Each Class A owner shall have one vote per lot owned except as to condominium developments where each condominium unit owner shall be a member as defined by Article I, Section 7, and an owner as defined by Article I, Section 8 hereof; and shall have one vote per condominium unit owned, whether the lot or condominium owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit; provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves shall decide.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to two times the votes for each lot or unit owned by a Class A member for the lots or condominium units within Association properties; provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent (50%) of the lots or
condominium units set forth upon this declaration to be filed have been sold; or (b) On the 31st day of December, 1999. From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook’s Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon, shall have an equal and undivided interest per lot owned in the private commons of Michelbook’s Fifth and Sixth Additions.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons access to his residence.

(b) The right of the Association or Developer to dedicate or transfer, subject to membership acceptance thereof, all or any part of the private commons to any public, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-
thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Developer, for each lot owned by it within the properties, hereby covenants with, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be fixed, established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such lien shall be enforceable in a manner consistent with the provisions of ORS Chapter 88 which governs foreclosures generally, or any other key statute or regulation governing foreclosure of Homeowner Association liens. The prevailing party shall be entitled to attorney’s fees as provided by Article XI, Section 5 herein.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

Section 1. An Architectural Committee shall be formed to insure the proper and harmonious development of the property consistent with the adjoining golf course and country club. Initially, the Developer shall be responsible to appoint members to the Architectural Committee, of which not less than one shall be a lot owner. However, at such time as the Class B membership shall cease, the Association shall be responsible to appoint members to the Architectural Committee. The Architectural
Committee shall at all times consist of as many persons, not less than three (3), as the Developer or the Association shall appoint, and shall at all times contain a member appointed by Michelbook Estates, Inc. The Architectural Committee shall perform the functions outlined below:

Section 2. Owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Review Committee a complete set of plans and specifications therefore in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of said plans and specifications may be withheld not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said Committee with items set forth in paragraph (a) above which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other home sites in the immediate vicinity of the premises.

(c) If at any time the owner shall have submitted to the Committee plans and specifications and the Committee shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the owner of its objections within such period, such plans and specifications shall be deemed to have been approved by the Architectural Review Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the
improvement and notice to the Committee, the Committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within then (10) days thereafter, said Committee shall either approve said improvement or notify the owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

(d) The Architectural Review Committee has prepared and architectural checklist setting forth general concepts for the development of said tract which is available at the office of the Developer. Such checklist may be modified from time to time.

ARTICLE VII
EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. The Developer reserves for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but are not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

ARTICLE VIII
BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units to be
built within this development shall not exceed thirty-five (35) feet at the peak of the roof as measured from the nearest curb. Provided, however, that Lots 1, 2, 3, 4, and 5 of Michelbook's Fifth Addition shall be restricted to a single story of construction height as permitted by the City of McMinnville.

Section 2. Square feet to be contained in any house constructed. Any house constructed shall have a minimum area of 2000 square feet of living area on the ground floor; provided, however, that any condominium unit constructed thereon shall have a minimum area of 1,400 square feet of living area on the ground floor. Houses and condominium constructing a second floor shall have a maximum of 1,200 square feet of living area on the second story level.

Section 3. Set-back requirements. The minimum side yard requirement for a single-family lot shall be ten (10) feet. Front yard set-back requirements shall be twenty (20) feet. Rear yard set-back requirements shall be twenty (20) feet for lots not adjacent to the golf course, and thirty (30) feet for lots adjacent to the golf course. No improvement of any kind shall be constructed within the set back areas.

Section 4. Restrictions on carports. No carports shall be allowed in the development. Parking shall be provided by means of entirely enclosed parking facilities or garages. There will be also a 2-car minimum requirement for any garage or enclosed parking facility constructed.

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot. Rear fences on interior lots must be approved by the Architectural Review Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood or masonry, and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural Review Committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence"). Fence construction of any type is subject to the approval by contiguous neighboring lot(s). These signed neighboring approval(s) are to accompany fence construction request review to the Architectural Review Committee. (The only exception to subject contiguous neighboring approval will be if contiguous neighboring lot is vacant of a dwelling.)

Section 6. Landscaping plans and installation must be approved by the
Architectural Review Committee of the Association. At the discretion of the ACR, or at
the request of contiguous neighbor(s), the contiguous neighbor(s) would have the right to
testify before the ARC if they have objections or complaints as to proposed landscaping
plan.

Section 7. Roofs shall be cedar shake, cedar shingle or tile, or approved
by the Architectural Review Committee of the Association; however, under no
circumstances will asphalt shingles be permitted or approved for usage.

Section 8. Lot Maintenance for single family dwelling. In the event that
any single family lot owner does not commence construction of a residence on said lot,
lot owner shall maintain said lot throughout the year with a regular mowing of the lot so
that all growing vegetation does not exceed six (6") inches in height. Additionally, the
lot must be as free of weeds as possible and lot must contain no other foreign debris. All
lot owners must mow and otherwise maintain their lot(s) to the equivalent of above said
status or lot owner will pay a minimum fee of $85, or actual cost if more than $85, to
MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS’ ASSOCIATION
each time it is deemed necessary by the MICHELBOOK FIFTH AND SIXTH
ADDITION HOMEOWNER ASSOCIATION’S ARC to contract for this maintenance
service. If it becomes necessary for the ARC to stimulate the lot owner with a reminder,
ONLY ONE REMINDER SHALL BE GIVEN, and if maintenance is not
accomplished within ten (10) days of the postmark date of this written reminder the ARC
will automatically, with no cancellation possibility, contract to have maintenance
performed and lot owner will owe MICHELBOOK FIFTH AND SIXTH ADDITION
HOMEOWNER ASSOCIATION $85, or actual cost if more than $85. Payment of said
fee is due not later than thirty (30) days after issuance of billing to lot owner, which
charge, if not paid within thirty (30) days, shall result in the filing of a lien against the
property involved. The lien will also include a LATE FEE CHARGE for each month that
the maintenance service charge is delinquent beyond the initial thirty (30) days. The
initial LATE FEE CHARGE shall be $10.00 for the first month, and shall increase in
increments of $5.00 for each additional month that the service charge remains unpaid.

Section 9. Construction time limit. Unless otherwise agreed to between
the Architectural Review Committee and the owner in writing, all construction on any
lot must be completed and occupancy permit issued within 365 days from the date of the
issuance of a building permit or from the date that the Architectural Review Committee
approves the plans and specifications, whichever is later. In the event that the owner
does not comply with the aforementioned construction time limit, he agrees to pay
MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS’ ASSOCIATION a
$50.00 fine per day until all construction is completed and the required occupancy
permits issued. Cumulative daily fine will be due the first day of each month, which if
not paid within thirty (30) days, shall result in a lien against the property involved.

PAGE 9/DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 10. Exterior building and outbuilding colors shall be natural, tans, beige, browns, or earth color, or approved by the Architectural Review Committee of the Association. In no circumstance shall pastel or vibrant exterior colors be approved by the Architectural Committee.

Section 11. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Review Committee of the Association, and must be constructed of the same exterior roofing and siding materials used for the residence located on such lot.

Section 12. Construction Siding Materials. Residences shall be constructed of brick, stone, cedar, E.I.F.S., stucco, cematatious board, or other like materials approved by the Architectural Review Committee, provided, however, that under no circumstances will T-111, T-303 or exterior paneling of similar type be permitted or approved for usage.

ARTICLE IX
GENERAL RESTRICTIONS

Section 1. Animals. No animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats, fish, hamsters, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other Owners. Dogs are not to run free, i.e. must be restrained via effective verbal command, leashed, or some other equally effective manner. All animal fecal matter is to be picked up and properly disposed of immediately after deposit of such matter. No animal confinement pen or structure shall be constructed or maintained outside of the residence located on the lot.

Section 2. Manufactured or Mobile Homes, Temporary Structures. No manufactured or mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a permitted construction type of modular office to be used only during the period of construction. Approval shall rest with the Architectural Review Committee for granting such a permit.

Section 3. Motor Homes, Recreational Vehicles, Campers, Boats, or Travel Trailers. No camper, motor home, recreational vehicle, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side, front, side or rear yard for a period exceeding two (2) days. Campers, motor homes, recreational
vehicles, boats, or travel trailers may be left on a lot or adjacent thereto for a reasonable period of time to permit cleaning, loading or unloading, not to exceed the applicable limitation provided by the City of McMinnville ordinance governing such subject. Storage of any motor home, camper, recreational vehicle, boats or travel trailers on a lot for more than five (5) days shall be entirely within a garage or other outside structure construction of which has been approved by the Architectural Review Committee of the Association.

Section 4. Trash or Refuse. No open air trash, refuse or garden material burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on property contained in this development. Failure to such trash, refuse and garden material will result in the Association having such removed and presenting the owner of the property with a charge for said removal, which charge, if not paid with thirty (30) days, shall result in a lien being recorded against the property involved.

Section 5. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development.

Section 6. Non-useful Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute and attractive nuisance creating a hazard to the health and safety of minors, and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in an entirely enclosed building where it will not be visible from the street or other property within the development.

Section 7. One family per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 8. No offensive noise or activities. No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with other residents’ use of their property or the private commons.

Section 9. Restrictions on lake activities. No resident or guest shall utilize the adjacent lake located on the Developer’s property for fishing, boating or other lake related purposes.

PAGE 11/DECLARATION OF CONDITIONS AND RESTRICTIONS
Section 10. Swimming pool construction. Swimming pools constructed on lots shall be entirely of the underground type. No above ground swimming pools may be installed or constructed on any lot.

Section 11. Satellite dishes and antennas. No satellite dish, antenna, weather vane or other attachment shall extend more than thirty-six (36) inches above the roof line of a residence at the point of attachment, and shall not exceed a total of thirty-five (35) feet of height at its highest projection. Satellite dishes may not exceed twenty (20) inches diameter in size.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, bind the respective successors in interest of the present owner thereof. These covenants, and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this declaration, and said covenants and restrictions shall terminate thereafter only upon the written agreement of not less than ninety percent of the record owners of the lots contained in said tract.

Section 2. Enforcement. The Association, or any owner, or the owner of any recorded mortgage contract vendor or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, liens or charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and highways located upon the property shall be owned and open to use by the police, fire and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have further authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.
Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by not less than ninety (90%) of the voting members. Any amendment shall be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, the beneficial party under such easement if other than an owner, and the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party shall pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.

IN WITNESS WHEREOF, Michelbook Fifth and Sixth Additions Homeowners' Association has adopted the above CC&R changes on this 25th day of May, 2003, in accordance with the Declaration and the provisions of ORS 94.590(3), as amended.

MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION,

By: ____________________________  By: ____________________________
William Cooper - President       Jim Thigpen - Secretary

On this 23rd day of May, 2003, personally appeared the above named William Cooper and Jim Thigpen, as President and Secretary of Michelbook Fifth and Sixth Additions Homeowners' Association, respectively, and acknowledged the foregoing instrument to be their voluntary act and deed.

Jennifer L. Robertson
Notary Public,
My Commission expires 8/26/03

Notary Seal

PAGE 13/DECLARATION OF CONDITIONS AND RESTRICTIONS
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14/16
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Bob Henderson 5-17 DIV#, LOT# 5-3-03
Roger E. Clar 5-8 DIV#, LOT# 5-4/03
Caroline Harris 6-19 DIV#, LOT# 5-4/03
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Eleno Clark 6-1 DIV#, LOT# 5-5/03
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Debra M. Jim 6-26 DIV#, LOT# 5-5/03
M. A. L. 5-10 DIV#, LOT# 5-5/03
M. A. L. 5-16 DIV#, LOT# 5-5/03
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Carolee Downley 5-5 DIV#, LOT# 5-6/03
Carolee Downley 5-15 DIV#, LOT# 5-6/03
Carolee Downley 6-9 DIV#, LOT# 5-7/03
15/16
RESTATE BYLAWS OF
MICHELBOOK FIFTH AND SIXTH ADDITIONS
HOMEOWNER’S ASSOCIATION

THIS RESTATED BYLAWS, made this 12th day of May, 2006 by MICHELBOOK ESTATES, INC., an Oregon corporation, hereafter called the “Developer”. The
ORIGINAL BYLAWS was made 4th day of February, 1999 and amendments to the
ORIGINAL DECLARATION were made 26th day of June, 2001

CHAPTER 1
DEFINITIONS

1.05 The following words when used in these Bylaws shall have the following meanings:

1.10 “Association” shall mean and refer to the Michelbook Homeowners’ Fifth and Sixth Additions Association, a non-profit corporation organized and existed under the laws of the State of Oregon.

1.15 “Association of Members” shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the Declaration and By Laws.

1.20 “Building” shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

1.25 “Common Expenses” shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by these Bylaws of this Association and the Declaration of Covenants and Restrictions.

1.30 “Declaration” shall mean the covenants and restrictions, previously filed in Yamhill County plus amendments and supplements thereto.

1.35 “Lot” shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

1.40 “Majority of Members” shall mean those persons or entities holding fifty-one percent (51%) of the votes in accordance with the percentages and voting rights assigned in the Declaration.
1.45 “Manager” shall mean the manager of Board of Managers or other person or persons in charge of the administration of or managing the Association and the properties.

1.50 “Members” shall mean that person or entity having a voting right in the Association pursuant to the Declaration and the Articles of Incorporation, and these Bylaws.

1.55 “Owner” shall mean the record owner, or contract purchaser, whether one or more persons or entities, or a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of a trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.60 “Private Commons” shall mean parks, commons, streets, footways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit of all the members of the Association.

1.65 “Properties” or “Property” shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under these Bylaws, the Declaration and Articles of the Association.

CHAPTER 2
MEMBERSHIP

2.05 The method of selection of members and the rights of members are as set forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.10 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made as provided in the Declaration to which the properties are subject and recorded and the Articles of Incorporation.

2.15 The membership rights of any person whose interest in the properties are
subject to assessment under the Declaration, Articles of Incorporation and these Bylaws, may be suspended by action of the directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored.

CHAPTER 3
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

3.05 Each member and guest shall be entitled to the use and enjoyment of the private commons and facilities provided by the Declaration and the Articles of Incorporation and these Bylaws.

CHAPTER 4
BOARD OF DIRECTORS

4.05 The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, from among the members, provided that husband and wife may not serve as directors simultaneously.

4.10 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts as are not by law or by these Bylaws directed to be done by the owners specifically. The directors’ responsibilities include but are not limited to the care, upkeep and surveillance of the properties; the collection of monthly assessments from the owners in accordance with these Bylaws; the designation and dismissal of personnel necessary for the maintenance and operation of the properties, the private commons, and this Association; to call special meetings of the members as set forth in these Bylaws; to adopt and publish rules and regulations governing the use of the private commons and the personal conduct of the members and their guests; to cause to be kept complete records of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such statement is requested in writing by five percent (5%) of the voting membership as provided by these Bylaws.

4.15 The Board of Directors may employ and establish compensation for a management agent who shall be an officer or assistant officer of the Association to perform such duties and services as the Board shall authorize, including but not limited to the carrying out of the duties set forth in Section 4.10 of this chapter.

4.20 The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the
meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.25 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary on five (5) days’ notice to each Director, personally or by mail, telephone, e-mail or telegraph, which notice shall state the time and place of the meeting.

4.30 Special meetings of the Board of Directors may be call by the President on twenty-four (24) hours’ notice to each director, given personally or by mail, telephone, e-mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any one (1) director.

4.35 Before or at any meeting of the Board of Directors, any director may, in writing or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.36 Board members who are personally involved in a decision that must be made by the Board, or a committee that answers to the Board, must dismiss themselves from the process.

4.40 The Board of Directors shall require that all officers and employees of the Association handling, or responsible for, Association funds shall furnish adequate fidelity bonds, the premiums on such bonds to be paid by the Association.

CHAPTER 5
NOMINATION, ELECTION, AND TERM OF OFFICE OF DIRECTORS

5.05 Nominations for elections to the Board of Directors shall be made by a Nominating Committee constituted as set forth in these Bylaws.

5.10 A Nominating Committee shall meet at least fifteen (15) days prior to the annual meeting and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. The Nominating Committee shall make every effort to ensure that each division (Turnberry, Michelbook 5th, and Michelbook 6th) of the HOA is represented, by offering this opportunity during the election process.
5.15 At the annual meeting or at a special meeting called for elections, the Nominating Committee shall present its nominations to the membership, and the President shall thereupon invite additional nominations from the floor. No nominee may be nominated by the committee or from the floor without the express oral consent of the nominee having been obtained prior to the nominee’s nomination. After the nominations are closed, the president shall call for the election of the directors by the Voting Members orally unless at least three (3) Voting Members demand that the election shall be in writing, in which event, the President shall immediately direct the Secretary to prepare written ballots and the election shall proceed by written ballot. The announcement of the winners shall be made at the meeting or as soon thereafter, in the event of a written ballot, as may be conveniently made in writing to the members. The President may designate an Election Committee to count the ballots from among the Voting Members.

5.20 At any regular or special meeting of the members duly called, any one or more of the directors may be removed with, or without, cause by a two-thirds (2/3) vote of the Voting Members present, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.25 Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the majority of the remaining directors, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association or a special meeting called for that purpose.

5.30 At the first meeting of the directors following the first meeting of members, the directors shall determine as between themselves by lot, that the term of two directors shall be for three (3) years, the term of two directors shall be for two (2) years, and the term of one director shall be for one (1) year. At the expiration of the initial term of office for each director, his successor shall be chosen for a term of three (3) years as provided in these Bylaws.

CHAPTER 6
OFFICERS

6.05 The principal officer of the Association shall be a Chairperson, hereinafter call President, a Vice President, and a Secretary-Treasurer, all of whom will be elected by and from the Board of Directors. The directors may appoint an Assistant Treasurer or Assistant Secretary and such other officers as in their judgment may be necessary, which said officer or assistant officer need not be members of the Association.
6.10 The officer of the Association shall be elected annually by the Board of Directors, at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

6.15 Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

6.20 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power of appoint committees from among the owners from time to time as he may, in his or discretion, determine as appropriate to assist in the conduct of the affairs of the Association.

6.25 The Vice President shall take the place of the President and perform the President’s duties whenever the President shall be absent or unable to act, and have such other and further duties as the President shall determine. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on a temporary basis.

6.30 The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, shall have charge of the books, records, and papers of the Board of Directors and of the Association, and shall have the responsibility of the Association’s funds and securities, and be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. The Secretary-Treasurer shall carry out other and further duties and oversee the responsibilities of Assistant Secretaries and Assistant Treasurer under and pursuant to the direction and control of the Board of Directors. The Secretary-Treasurer may be compensated in such manner and in such amount as the Board of Directors shall deem appropriate.

6.35 The Architectural Review Committee shall not only oversee all community construction as set down by the Declaration, but also oversee and enforce lot maintenance and house/lawn maintenance as set forth by Declaration Article VIII Section 8 & 9.

6.40 Officers and directors other than the Secretary-Treasurer shall serve without compensation unless the owners, by a two-thirds (2/3) vote, shall approve of compensation for such officers or directors. Directors may receive reimbursement for all expenses incurred on behalf of the Association.
CHAPTER 7
MEETINGS OF MEMBERS

7.05 Meeting of the Association will be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designed by the Board of Directors.

7.10 The second annual meeting of the Association will be held on the third Wednesday of June, and thereafter, the annual meetings of the Association will be held on the same day of each succeeding year if the same is not a holiday, and if it is a holiday, on the next succeeding business day. At such meetings, there shall be an election for the members of the HOA Board of Directors in accordance with these Bylaws, and the members may also transact such other business of the Association as may properly come before them.

7.15 The President may call a special meeting of the members at any time and shall do so upon request of two (2) Directors or upon a petition signed by ten percent (10%) of the members and having been duly presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

7.20 It shall be the duty of the Secretary-Treasurer to mail a notice of each annual or special meeting, stating the purpose thereof, including a statement as to any extraordinary business to be considered, as well as the time and place where it is to be held, to each member, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered the serving of notice.

7.25 The presence in person or by proxy of fifty-one (51%) of those eligible to vote in accordance with the percentages assigned in the Declaration shall constitute a quorum.

7.30 Votes may be cast in person or by proxy. Proxies must be filed with the Secretary in writing before the appointed time of each meeting.

7.35 If any meeting of members cannot be organized because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time of original meeting was called.

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7.40 Except where there is something in the Articles, Declaration, or in these Bylaws to the contrary, the order of business and the method of proceeding with business shall be as set forth in the latest published revision of Roberts Rules of Order.

CHAPTER 8
COMMITTEES

8.05 The standing committees of the Association shall consist of an Architectural Review Committee (as established in the Declaration), and, such other standing committees as the Board of Directors shall determine. Subject to the Declaration, the duties of each committee shall be set forth by the Board of Directors and their membership shall be made up in such manner as may be determined, from time to time, by the Board of Directors.

8.10 In addition to the standing committees, the Association may have other temporary or special committees carrying out such duties and responsibilities as the Board of Directors may, from time to time, determine.

CHAPTER 9
OBLIGATIONS OF THE ASSOCIATION

9.05 Private Commons. The Association shall be responsible for the maintenance, upkeep and repair of all commons within the development. This shall be done in accordance with the Declaration and applicable city standards as set by the City of McMinnville.

CHAPTER 10
OBLIGATIONS OF THE OWNERS

10.05 Annual Assessment. All owners are obligated to pay, on a yearly basis during the second calendar quarter, the annual assessment imposed by the Association to meet all Association common expenses, which include but are not limited to a liability insurance policy, and a property and extended coverage insurance policy. Such assessment shall also include payments for general operating expenses and a reserve "rainy day" fund for maintenance, replacements, and upkeep of private commons.

(a) A Rainy-Day-Reserve of $5,000 shall be established and maintained by the...
Board of Directors. This reserve is to be reviewed and adjusted annually as appropriate during the budget process in the second calendar quarter of each year. Any draw down or adjustment of said account will be completed via the next annual budget and assessment collection effort. The reserve shall be maintained in a CD or other interest bearing account.

(b) The Board of Directors will prepare the HOA annual fiscal year itemized budget (July 1st to June 30th) prior to mailing the annual assessment bills during the second calendar quarter. A copy of the new fiscal budget and associated ownership dues will arrive with the annual billing.

(b) The annual owners fee will be determined as follows:

Total operating forecasted expenses (based on historical actuals) plus a 20% funding allowance minus the current treasury balance divided by 69 (total HOA ownership units) equals the annual assessment per ownership unit.

10.10 Special Assessment. All owners are obligated to pay a special assessment for capital improvements, replacements or repairs. The nature and amount of such special assessments shall be approved by a majority of the members at a regularly scheduled meeting.

10.15 Each owner must perform promptly all maintenance and repair work on his own lot and building which, if omitted, would affect the properties belonging to other owners, be expressly responsible for damages and liabilities that his failure to do so may engender. An owner shall reimburse the Association for any expenditure incurred by it in repairing or replacing any part of the private commons damaged through the fault or negligence of an owner.

10.20 An owner shall not place or cause to be placed in the private commons any objects which could or do block normal transit through such private commons. An owner shall take no action which would unreasonably interfere with the use of the private commons by other owners.

10.25 Restrictions:

(a) No resident of a unit shall post any advertisement or poster of any kind in or upon the properties except as authorized by the Association.

(b) Residents shall exercise care about making noise that may disturb other residents.

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10.30 Failure by the owner to pay any assessment by the Association shall be a
default by the owner and subject the owner and the unit to the obligations of these
Bylaws and the Declaration.

CHAPTER 11
AMENDMENTS

11.05 These Bylaws may be amended by the Association at a duly constituted
meeting called for such purpose, but no amendment shall be effective unless approved by
at least ninety percent (90%) of the Voting Members and until such amendment has been
certified by the President and Secretary of the Association.

CHAPTER 12
ADMINISTRATIVE RULES AND REGULATIONS

12.05 The Board of Directors may promulgate, by two-thirds (2/3) vote, such
additional administrative rules and regulations governing the details of the operation and
use of the private commons as they shall, in their discretion, determine. Such rules and
regulations shall be furnished to all members and shall be subject to change without
notice.

CHAPTER 13
FINANCIAL ADMINISTRATION OF THE ASSOCIATION

13.05 In addition to a managing agent, the Board of Directors may employ for
the Association such other and different persons necessary, useful or desirable for the
maintenance, upkeep and repair of the private commons, or other Association purposes,
as the Board of Directors shall determine.

13.10 Then managing agent shall have the authority to disburse funds only up to,
but no in excess of, an amount to be determined by the Board of Directors. For any
expenditure of funds over and above the said sum, the check or draft therefore shall
contain the approval of, and the signature of, one of the three officers of the corporation
in addition to that of the managing agent. The Association shall maintain such adequate
books and records of account as good general business practice requires and for the
purpose hereof may acquire the services of a professional accountant, public accountant,
or certified public accountant.

13.15 The fiscal year of the Association shall be a calendar year such other year
as the Board of Directors shall determine.
CHAPTER 14
INSURANCE

14.05 The private commons, including all parks, common streets, footways, buildings, structures, walls, roofs, personal properties, and any and all properties maintained by the Association for the common benefit and enjoyment of all members, Shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the owners as a group to an owner.

14.10 Workman’s Compensation policy to meet the requirements of law.

14.15 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

14.20 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14.25 All insurance policies purchased by the Association shall be for the benefit of the Association and the owners, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and the benefit of the owners.

14.30 Proceeds of insurance policies received by the Association shall be distributed for the benefit of the owners in the following manner:

(a) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such cost shall be held by the Association and distributed for the benefit of the owners as the Association may direct.
(b) Failure to reconstruct or repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be held by the Association and distributed for the benefit of the owners as the Association may direct.

14.35 The Association is hereby irrevocably appointed agent for each owner and for each owner of a mortgage or other lien or any other interest in the private commons to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

CHAPTER 15
INDEMNIFICATION OF DIRECTORS AND OFFICERS

15.10 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

15.20 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the corporation and except that no indemnification shall be made in respect of any claim,
issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the court is which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper.

15.30 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney’s fees) actually and reasonably incurred by such person in connection therewith.

15.40 The corporation may pay for or reimburse reasonable expenses incurred by a person who is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigatory if such party furnishes the corporation a written affirmation of their good faith belief that he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful, and the party furnishes the corporation a written undertaking, executed personally or on the party’s behalf, to repay the advance if it is ultimately determined that said party did not meet such standard of conduct.

15.50 A director of the corporation who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification if it determines the party is entitled to mandatory indemnification in which case the court shall also order the corporation to pay the party’s reasonable expenses incurred to obtain court ordered indemnification, or if the party is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the conduct of the party was in good faith, in a manner which the party reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, the party had no reasonable cause to believe that his or her conduct was unlawful.

15.60 Notwithstanding anything contained above, the corporation shall not indemnify a director unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth above. Such determination that indemnification of a director is permissible shall be made by the Board of Directors by a
majority vote of a quorum consisting of directors not at the time parties to the proceeding; provided, however, if a quorum of the Board of Directors cannot be obtained, the determination shall be made by special legal counsel selected by the Board of Directors.

15.70 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of shareholders, or disinterested directors or otherwise, both as to action in his or her official capacity and as action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

15.80 The directors of the corporation have the authority on behalf of the corporation to authorize the purchase and maintenance of insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

This SECOND AMENDMENT to the Bylaws, duly, regularly and unanimously passed by the Board of Directors of Michelbook Fifth and Sixth Additions Homeowners' Association on the 12 day of May, 2006.

By: Jim Thigpen – President

By: Hank Pfrehm – Secretary
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK’S FIFTH AND SIXTH ADDITIONS
A Residential Community with Common Facilities

DECLARATION

THIS THIRD RESTATED DECLARATION, made this 12th day of May 2006, by MICHELBOOK ESTATES, INC., an Oregon corporation, hereafter called the "Developer". The ORIGINAL DECLARATION was made 4th day of February 1999 and amendments to the ORIGINAL DECLARATION were made 3rd day of July 2001 and amendments to the ORIGINAL were made in a RESTATED DECLARATION made the 18th day of February 2003.

WITNESSETH:
Whereas MICHELBOOK ESTATES, Inc. is the owner of the real property described in this declaration and desires to create thereon a residential community with common facilities for the benefit of said community. This community shall be referred to as the "Michelbook Fifth and Sixth Addition Homeowners’ Association", which at the time of adoption of these Covenants and Restrictions Consists of Michelbook’s Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon; and

Whereas, Michelbook Estates, Inc. has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. This agency shall be referred to as the "Michelbook Fifth and Sixth Addition Homeowners’ Association",

ARTICLE I

DEFINITIONS  The following words, when used in this declaration, or any subsequent or supplemental declaration (unless the context shall prohibit), shall have the following meanings:

Section 1. “Association” shall mean and refer to the Michelbook Fifth and Sixth Addition Homeowners’ Association, a non-profit corporation organized and existing under the laws of the State of Oregon.
Section 2. "Association of Members" shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the declaration and bylaws.

Section 3. "Building" shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of the Association.

Section 5. "Declaration" shall mean these Covenants and Restrictions and any written amendments and supplements thereto.

Section 6. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to an area or areas leading to a public street or highway.

Section 7. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and bylaws of the Association.

Section 8. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, or a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean parks, commons, streets, foot ways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation, and bylaws of the Association.
ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit “A”, all of which said real property shall hereinafter be referred to as “existing property”.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity that is an owner shall be a member, and the Developer shall be a member.

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

Class A: Class A members shall be all the lot owners. An owner’s proportionate share of the revenue and expense associated with the private cartons shall be equal to his proportionate voting share in the Association. Each Class A owner shall have one vote per lot owned except as to condominium developments where each condominium unit owner shall be a member as defined by Article I, Section 7, and an owner as defined by Article I, Section 8 hereof, and shall have one vote per condominium unit owned, whether the lot or condominium owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit; provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves shall decide.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to two times the votes for each lot or unit owned by a Class A member for the lots or condominium units within Association properties; provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent (50%) of the lots or
condominium units set forth upon this declaration to be filed have been sold; or (b) On the 31st day of December, 1999. From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members’ Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook's Fifth and Sixth Additions to the City of McMinnville, Yamhill County, Oregon, shall have an equal and undivided interest per lot owned in the private commons of Michelbook’s Fifth and Sixth Additions.

Section 3. Extent of Members’ Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons access to his residence.

(b) The right of the Association or Developer to dedicate or transfer, subject to membership acceptance thereof, all or any part of the private commons to any public, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-

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thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Developer, for each lot owned by it within the properties, hereby covenants with, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (which are to be paid on an annual basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be fixed, established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such lien shall be enforceable in a manner consistent with the provisions of ORS Chapter 88 which governs foreclosures generally, or any other key statute or regulation governing foreclosure of Homeowner Association liens. The prevailing party shall be entitled to attorney’s fees as provided by Article XI, Section 5 herein.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

Section 1. An Architectural Review Committee (ARC) shall be formed to insure the proper and harmonious development of the property consistent with the adjoining golf course and country club. Initially, the Developer shall be responsible to appoint members to the ARC, of which not less than one shall be a lot owner. However, at such time as the Class B membership shall cease, the HOA’s Board of Directors (BOD) shall be responsible to appoint members to the ARC. The ARC
shall at all times consist of at least 3 persons, at least one (1) from each Addition, or as the HOA’s BOD deems appropriate. The ARC shall perform the functions outlined below:

Section 2. Owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Review Committee a complete set of plans and specifications therefore in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of said plans and specifications may be withheld not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said Committee with items set forth in paragraph (a) above which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other home sites in the immediate vicinity of the premises.

(c) If at any time the owner shall have submitted to the Committee plans and specifications and the Committee shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the owner of its objections within such period such plans and specifications shall be deemed to have been approved by the Architectural Review Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Committee, the Committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within then (10)
(d) days thereafter, said Committee shall either approve said improvement or notify the owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act within said ten (10) day period, the days thereafter, said Committee shall either approve said improvement or notify the owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mailed to the Architectural Review Committee Chairperson.

(e) The Architectural Review Committee has prepared an architectural checklist setting forth general concepts for the development of said tract which is available at the office of the Architectural Review Committee Chairperson. Such checklist may be modified from time to time.

ARTICLE VII
EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. The Developer reserves for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but are not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

ARTICLE VIII
BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units to be
built within this development shall not exceed thirty-five (35) feet at the peak of the roof as measured from the nearest curb. Provided, however, that Lots 1,2,3,4, and 5 of Michelbook’s Fifth Addition shall be restricted to a single story of construction height as permitted by the City of McMinnville.

Section 2. Square feet to be contained in any house constructed. Any house constructed shall have a minimum area of 2000 square feet of living area on the ground floor; provided, however, that any condominium unit constructed thereon shall have a minimum area of 1,400 square feet of living area on the ground floor. Houses and condominium constructing a second floor shall have a maximum of 1,200 square feet of living area on the second story level.

Section 3. Set-back requirements. The minimum side yard requirement for a single-family lot shall be ten (10) feet. Front yard set-back requirements shall be twenty (20) feet. Rear yard set-back requirements shall be twenty (20) feet for lots not adjacent to the golf course, and thirty (30) feet for lots adjacent to the golf course. No improvement of any kind shall be constructed within the set back areas.

Section 4. Restrictions on carports. No carports shall be allowed in the development. Parking shall be provided by means of entirely enclosed parking facilities or garages. There will be also a 2-car minimum requirement for any garage or enclosed parking facility constructed.

Section 5. Fences. Except as required for swimming pools, no fences shall be constructed across or parallel to the rear property line of any golf course frontage lot. Rear fences on interior lots must be approved by the Architectural Review Committee of the Association prior to construction. No fence shall be constructed across or parallel to the front property line of any lot inside the front setback. Fences shall be constructed of wood, masonry or wrought iron and shall not exceed six feet in height. All side yard fences shall be constructed outside of the front and rear setbacks except for interior lots where the side yard fence can intersect the rear fence. The location, material and design of any fences constructed shall be approved by the Architectural Review Committee prior to construction. All fences shall look the same when viewed from either side ("good neighbor fence"). Fence construction of any type is subject to the approval by contiguous neighboring lot(s). These signed neighboring approval(s) are to accompany fence construction request review to the Architectural Review Committee. (The only exception to subject contiguous neighboring approval will be if contiguous neighboring lot is vacant of a dwelling.)

Section 6. Landscaping plans and installation must be approved by the
Architectural Review Committee of the Association. At the discretion of the ACR, or at the request of contiguous neighbor(s), the contiguous neighbor(s) would have the right to testify before the ARC if they have objections or complaints as to proposed landscaping plan.

Section 7. Roofs shall be cedar shake, cedar shingle or tile, or approved by the Architectural Review Committee of the Association; however, under no circumstances will asphalt shingles be permitted or approved for usage.

Section 8. Vacant Lot Maintenance for a single-family dwelling. In the event that any single family lot owner does not commence construction of a residence on said lot, lot owner shall maintain said lot throughout the year with a regular mowing of the lot so that all growing vegetation does not exceed six (6") inches in height. Additionally, the lot must be as free of weeds as possible and lot must contain no other foreign debris. All lot owners must mow and otherwise maintain their lot(s) to the equivalent of above said status or lot owner will pay a minimum fee of $85, or actual cost if more than $85, to MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS’ ASSOCIATION each time it is deemed necessary by the MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNER ASSOCIATION’S ARC to contract for this maintenance service. If it becomes necessary for the ARC to stimulate the lot owner with a reminder, ONLY ONE REMINDER SHALL BE GIVEN, and if maintenance is not accomplished within fifteen (15) days of the postmark date of this written reminder the ARC will automatically, with no cancellation possibility, contract to have maintenance performed and lot owner will owe MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNER ASSOCIATION $85, or actual cost if more than $85. Payment of said fee is due not later than thirty (30) days after issuance of billing to lot owner, which charge, if not paid within thirty (30) days, shall result in the filing of a lien against the property involved. The lien will also include a LATE FEE CHARGE for each month that the maintenance service charge is delinquent beyond the initial thirty (30) days. The initial LATE FEE CHARGE shall be $10.00 for the first month, and shall increase in increments of $5.00 for each additional month that the service charge remains unpaid.

Section 9. Existing Home Maintenance. All owners of existing homes shall maintain said house and lot throughout the year with regular outside maintenance. Property maintenance shall be timely and consistent with the established neighborhood standards for paint, gutter, roof and fences and be subject to the general oversight of the ARC. Property maintenance is also inclusive of all ARC approved landscaping. If it becomes necessary for the ARC to contact the owner with a reminder, ONLY ONE REMINDER SHALL BE GIVEN. If the requested lot maintenance is not accomplished within fifteen (15) days of the postmark date of this written reminder, or thirty (30) days on house maintenance, the ARC will automatically, and with no cancellation possibility, contract to have all necessary maintenance performed and lot/house owner will owe MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNER ASSOCIATION the actual cost
for all services. Payment of said fee is due not later than thirty (30) days after issuance of billing to lot owner, which charge, if not paid within thirty (30) days, shall result in the filing of a lien against the property involved. The lien will also include a LATE FEE CHARGE for each month that the maintenance service charge is delinquent beyond the initial thirty (30) days. The initial LATE FEE CHARGE shall be $10.00 for the first month, and shall increase in increments of $5.00 for each additional month that the service charge remains unpaid.

Section 10. Construction time limit. Unless otherwise agreed to between the Architectural Review Committee and the owner in writing, all construction on any lot must be completed and occupancy permit issued within 365 days from the date of the issuance of a building permit or from the date that the Architectural Review Committee approves the plans and specifications, whichever is later. In the event that the owner does not comply with the aforementioned construction time limit, he agrees to pay MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION a $50.00 fine per day until all construction is completed and the required occupancy permits issued. Cumulative daily fine will be due the first day of each month, which if not paid within thirty (30) days, shall result in a lien against the property involved.

Section 11. Exterior building and outbuilding colors shall be natural, tans, beige, browns, or earth color, approved by the Architectural Review Committee of the Association. In no circumstance shall pastel or vibrant exterior colors be approved by the Architectural Committee.

Section 12. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Review Committee of the Association, and must be constructed of the same exterior roofing and siding materials used for the residence located on such lot.

Section 13. Construction Siding Materials. Residences shall be constructed of brick, stone, cedar, E.I.F.S., stucco, cematatious board, or other like materials approved by the Architectural Review Committee, provided, however, that under no circumstances will T-111, T-303 or exterior paneling of similar type be permitted or approved for usage.

Section 14. Contractors must maintain a clean work site. Each site must be equipped with a dumpster or other comparable waste container to meet this daily on-going requirement. Failure to comply with this rule may result in a written notice to “Clean Site within 5 days” or face a fine of $50 per day thereafter until completed.

ARTICLE IX
GENERAL RESTRICTIONS

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Section 1. Animals. No animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats, fish, hamsters, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other Owners. Dogs are not to run free, i.e. must be restrained via effective verbal command, leashed, or some other equally effective manner. All animal fecal matter is to be picked up and properly disposed of immediately after deposit of such matter. **Failure to comply will generate a ONE TIME ONLY written warning with subsequent observances receiving a $100 fine per infraction.** Failure to pay said fine within thirty (30) of the postmarked “Fine Notice” will result in a property lien. No animal confinement pen or structure shall be constructed or maintained outside of the residence located on the lot.

Section 2. Manufactured or Mobile Homes, Temporary Structures. No manufactured or mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a permitted construction type of modular office to be used only during the period of construction. Approval shall rest with the Architectural Review Committee for granting such a permit.

Section 3. Cars, Vans, SUV’s, Trucks, Motor Homes, Recreational Vehicles, Campers, Boats, or Travel Trailers. No camper, motor home, recreational vehicle, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side, front, side or rear yard for a period exceeding two (2) days. Campers, motor homes, recreational vehicles, boats, or travel trailers may be left on a lot or adjacent thereto for a reasonable period of time to permit cleaning, loading or unloading, not to exceed the applicable limitation provided by the City of McMinnville ordinance governing such subject. Storage of any motor home, camper, recreational vehicle, boat or travel trailers on a lot for more than five (5) days shall be entirely within a garage or other outside structure construction of which has been approved by the Architectural Review Committee of the Association. **In the interest of maintaining neighborhood aesthetics and helping to eliminate vandalism it is requested that all owners park their cars, SUVs vans, and trucks IN THEIR RESPECTIVE GARAGE.** If this is not possible then at no time are more than two (2) of said vehicles allowed on the owner’s respective driveway at one time. Parking of cars, vans, SUV’s, or trucks on the street shall not exceed any applicable limitations provided by City of McMinnville ordinances governing such subject.

Section 4. Trash or Refuse. No open air trash, refuse or garden material burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on property contained in this development. Failure to manage trash, refuse and garden material in this manner will result in the Association having such removed and presenting the owner of the property all actual charges. This charge, if not paid within thirty (30) days, shall result in a lien being recorded against the property involved. In addition, all City and privately owned trash and recycle containers are to be stored OUT OF SIGHT from outside view except during normal collection periods.
Section 5. All lawn equipment is to be stored OUT OF SIGHT from outside view.

Section 6. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development.

Section 7. Non-usable Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute and attractive nuisance creating a hazard to the health and safety of minors, and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in an entirely enclosed building where it will not be visible from the street or other property within the development.

Section 8. One family (parent(s) and child (children)) per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. A live-in mother, father, immediate family or a professional employee, for the explicit purpose of care giving, are the only allowable exceptions. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 9. No offensive noise or activities. No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with other residents’ use of their property or the private commons.

Section 10. Restrictions on lake activities. No resident or guest shall utilize the adjacent lake located on the Developer’s property for fishing, boating or other lake related purposes.

Section 11. Swimming pool construction. Swimming pools constructed on lots shall be entirely of the underground type. No above ground swimming pools may be installed or constructed on any lot.

Section 12. Satellite dishes and antennas. No satellite dish, antenna, weather vane or other attachment shall extend more than thirty-six (36) inches above the roof line of a residence at the point of attachment, and shall not exceed a total of thirty-five (35) feet of height at its highest projection. Satellite dishes may not exceed twenty (20) inches diameter in size.
Section 13. Basketball Hoops. No basketball hoop is to be attached to any part of the house. The only allowable basketball hoops are to be portable (no permanent placement), independently standing, separate from the house, and positioned on the house driveway. Any exception must (i.e. end of cul-de-sac) have a written approval from the ARC.

Section 14. Garage Sales. Any and all garage sales shall be held as a neighborhood event on the second weekend (Friday, Saturday, & Sunday) of June of each year AND AT NO OTHER TIME.

Section 15. Outside Christmas decorations are to removed NOT LATER THAN January 31 following said holiday. Other holiday events decorations have a maximum thirty (30) day post event removal window.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, bind the respective successors in interest of the present owner thereof. These covenants, and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this declaration, and said covenants and restrictions shall terminate thereafter only upon the written agreement of not less than ninety percent of the record owners of the lots contained in said tract.

Section 2. Enforcement. The Association, or any owner, or the owner of any recorded mortgage contract vendor or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, liens or charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and highways located upon the property shall be owned and open to use by the police, fire and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have further authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.
Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by not less than ninety (90%) of the voting members. Any amendment shall be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, the beneficial party under such easement if other than an owner, and the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party shall pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.

IN WITNESS WHEREOF, Michelbook Fifth and Sixth Additions Homeowners’ Association has adopted the above Declaration changes on this 12th day of May, 2006, in accordance with the Declaration and the provisions of ORS 94.590(3), as amended.

MICHELBOOK FIFTH AND SIXTH ADDITION HOMEOWNERS' ASSOCIATION,
By: Jim Thigpen - President
By: Hank Pfrehm - Secretary

On this 12th day of May, 2006, personally appeared the above named Jim Thigpen, as President and Hank Pfrehm as Secretary of Michelbook Fifth and Sixth Additions Homeowners’ Association, respectively, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public,
My Commission expires 9-1-09

Notary Seal

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