COVENANTS, CONDITIONS AND RESTRICTIONS
TRASK MEADOWS

These covenants and restrictions apply to all lots located in TRASK MEADOWS, Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as lots affected.

The undersigned owners of all the real property included in the TRASK MEADOWS, a Plat duly recorded December 31, 2001, instrument number 200123114, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner's heirs, successors and assigns.

Tracts A and B will be conveyed to the Homeowner’s Association by Declarant. The Homeowner’s Association will also own the easement rights created by the plat in favor of the Association. Tract C will be dedicated to the City of Carlton on the plat and shall be considered Common Property for maintenance and assessment purposes until North First Street (Tract C) becomes a through street and the City of Carlton accepts maintenance of North First Street. Each lot owner will be a member of the Homeowner’s Association by virtue of lot ownership and each owner will be governed and controlled by these Conditions, Covenants and Restrictions, the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association and any amendments thereof. Voting rights of lot owners will be as provided in the Bylaws. All meetings of the Association, Board of Directors and Design Review Committees shall be conducted in accordance with such rules of order as may be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.
A. GENERAL RESTRICTIONS

1. All homes are to be manufactured homes, at least double wide. All homes must have been constructed after January 1, 1997. Setback requirements on each Lot, which apply to both the home and all garages and decks, of at least five feet on the side property lines, and 10 feet on front and real property lines.

2. All roof pitches shall be a minimum of 4' vertical for every 12' horizontal.

3. All homes shall have one entry that will face the street. On corner lots, the entry may face either street. All homes shall have a covered porch area, a minimum of 3' in depth to protect the street side entry and to add to the appearance of the home. The porch may be site installed provided it meets the depth requirement.

4. The finished home must have at least two street side gables.

5. The home shall have horizontal lap siding installed on all street sides of the home. Maximum exposure between laps should be 8".

6. Roofing shall be either black or brown in color. Light gray or white roofing materials will not be approved.

7. Homes shall be painted with an approved color that is earth tone and consistent with the other homes in the neighborhood. No bright or pastel colors will be allowed. However, the entry door may be painted in an accent color approved by the Design Review Committee.

8. All homes are to be pit set installations on compacted gravel pads, installed in such a manner that the interior finished floor level is no more than 16" above finished grade. Blocking shall comply with FHA guidelines.

9. All homes are to have split-face block skirting installed on poured concrete footings and shall follow the exact contour of the home, including all architectural features and popouts. Unsupported looking columns and posts will not be approved.

10. Decks, skirtings, gutters and downspouts shall be completed within 30 days of setup of home.
11. Homes shall be installed with tie downs to reduce displacement from strong winds or earthquakes.

12. Power meter pedestals are not allowed. Power meter bases must be attached to the home or garage and shall be placed on the side of the home or garage within 10' of the street side front corner.

13. Each lot owner will install water lines as necessary from Homeowner’s Association water main line to a City of Carlton water meter to be set near the street, as required by the City of Carlton.

14. All homes must be equipped with concealed rain drains that collect and direct roof water to the street, or other approved method. No splash blocks or rain diverters will be allowed.

15. All homes are required to have a fully enclosed garage.

16. All garages are required to appear to be attached to the home in a fashion that will promote the appearance that the home and garage are of one construction.

17. Garages are to be built on split face masonry foundations, as allowed by local codes, and to match the home.

18. Garage doors are to be raised panel metal.

19. The roof pitch of the garage must match the pitch of the home and be in the same style and of the same material as the house, with a gable on the street side.

20. The garage is to have one exterior light on the street side of the home and the fixture must be “carriage style” or other architectural design as approved by the committee.

21. Garages are to be a minimum of a single car wide and in no case shall they be less than double if the lot size will allow placement of a home in such a manner as to permit a double car garage.

22. All other garage finishes shall match that of the home and be trimmed and painted to promote the appearance of one construction with the home.
23. Garages and home placement shall be designed to allow a minimum of two off street parking spaces.

24. All front yards must be landscaped within 90 days of setup and prior to occupancy.

25. All front yards must consist of a minimum of 150 square foot sodded lawn and be designed to allow for designated planting beds for required shrubbery.

26. All front yards as planted must contain one five to six foot vine maple; one five to six foot Evergreen tree; two five gallon shrubs; four one gallon shrubs and ten one pint ground covers or perennials. All varieties must be from the list approved by the Design Review Committee. No trees may be removed without prior approval of the Design Review Committee.

27. All planting areas (excluding lawn) must be bark or mulch covered. No river rock or lava rock beds are allowed.

28. All retaining walls or hardscapes in the front yard shall be constructed of rock with an average size of 18 inches. No railroad ties or wood materials are allowed in any yard visible from the street. Man made materials are acceptable if they are natural in appearance and approved by the Design Review Committee.

29. Lot owners are responsible for installation and maintenance of the section of the community sprinkler system which is on owner’s lot.

30. Each owner is responsible for maintaining all landscaping within their Lot. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, Association may, but is not required to, after at least 10 days written notice, perform or have performed whatever landscape maintenance may be required and charge the Owner directly. All owners hereby grant permission to the Association to enter their Lots to perform such maintenance.

31. No Lot owner will cause anything to be hung, displayed, or placed on any common property, nor otherwise change the appearance of any portion of the common property without the prior written consent of the board of directors. No clothes lines or similar devices and no "For Sale" or "For Rent" signs will
be allowed on any part of the common property without the prior written consent of the board of directors, except that Declarant may post reasonable signs in reasonable places on the common property or any Lot advertising any Lot for sale or for rent.

32. All fences that divide any lot from that of another owner of Trask Meadows shall be constructed with a minimum of nominal three-quarter inch thick number one cedar and shall be either good neighbor or alternating solid panel design. Posts shall be a minimum of four inches by four inches. All fences must be capped with two by four top caps.

33. No fence shall be greater than six feet in height from the undisturbed ground level.

34. All fences shall be natural finish or untreated. No color or stained fencing is allowed. All fences will be maintained in good condition. The fence at the rear of each lot, which was installed by developer, is not common property and each lot owner must maintain in good condition the portion of the fence on their lot.

35. All fence placements shall be approved by the committee prior to any installation. Owners are responsible for properly placing fences in relation to all property lines.

36. No fences are to be placed in the front yards.

37. At least 75 percent of all exterior concrete flat work on the lot must be exposed aggregate finish.

38. Sidewalks, at least three feet wide, must be placed between the drive and/or street leading to the entrance door which faces the street.

39. Any outbuildings in addition to the garage must be approved by the Design Review Committee.

40. Each lot, and its improvements, shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.
41. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

42. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from adjoining lots (at ground level) and roads.

43. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

44. No Lot or the common property shall be occupied or used by anyone in such a manner as to result in an increase in the cost of casualty or liability insurance obtained by the Association or the risk of cancellation, or threat of cancellation, of any policy of insurance held by the Association.

45. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including model homes) may be placed upon the lot of any owner desiring to sell. The Declarant may also place suitable advertising or informational signs on lots owned by Declarant.

46. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

47. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage. No such vehicles may be parked overnight on any street or road serving the property or a driveway, except that, subject to City of Carlton restrictions, for a maximum of 14 days total such use per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds
of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

48. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

49. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

50. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

51. Owner will not violate any provisions of the Declaration, Bylaws, rules and regulations of the Association, or any amendments thereof.

B. DESIGN REVIEW COMMITTEE

1. Creation of Committee. In order to ensure appropriate development, promote architectural compatibility and to protect the value, livability and aesthetic quality of the Property pursuant to the Declaration, the Declarant or Board of Directors of the Association ("Board") will establish a Design Review Committee comprised of not less than one (1) nor more than five (5) persons.

2. Fees. The Association may assess a fee for the review of plans by the Design Review Committee.

3. Design Review. No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plat showing the nature, shape, heights, materials, colors, and proposed location of the structure have been submitted to and approved in writing by the Design Review Committee. It is the intention and purpose
of this Covenant to assure quality workmanship and materials, harmony of external design with existing structures as to location with respect to topography, finish grade elevations, and other aesthetic elements. In all cases in which Design Review Committee consent is required by these Covenants, the following provisions shall apply:

4. Major Construction. In all cases of initial and substantial additional construction of a dwelling, the owner shall prepare and submit to the Committee such plans and specifications for the proposed work as set forth in the Declaration, and as the committee may require. Materials required by the Committee may include, but not necessarily be limited to, the following:

(1) the size and dimensions of the improvements, including interior floor plan and improvements, (2) the exterior design, (3) exterior color scheme, (4) location of improvements on the Lot, including driveway, parking areas, walkways and decks, (5) location of existing trees to be removed, (6) existing and proposed grading, and (7) landscaping plans. The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove plans and specifications within sixty (60) days after submission to it, or if no suit to enforce the terms of these Covenants, Conditions and Restrictions or the Declaration has been commenced within one year after completion of construction, it shall be presumed that approval has been given and the applicable covenants shall be deemed to have been fully complied with. If a plan or proposal is disapproved as provided herein, then an alternate or revised plan or proposal may be submitted, which alternate or revised plan or proposal shall be handled in the same manner as the initial plan or proposal. Any disapproval shall include a brief written statement of the reasons for disapproval.

5. Minor Work. In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material fence, greenhouse, or swimming pool construction or any other work, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Committee shall render its decision with respect to the proposal within fifteen (15) days after it has received all material required by it with respect thereto.

6. Post-Construction: Modifications. Plans and specifications shall be left with the Committee until sixty (60) days after notice of completion has been received by the Committee, so that the Committee can determine that the
improvements comply substantially with the plans and specifications submitted. After completion of construction requiring approval, the Owner will promptly notify the Committee of the Association that the work is completed. If the plans and specifications have been changed during the course of construction or if construction has not completed in accordance with the plans and specifications provided to the Committee, the Owner will specify in writing all such material changes or deviations from the previously approved plans and specifications. In the event of such changes or deviations, or if the Committee otherwise determines that such improvements do not comply with such plans and specifications in all material respects, it shall notify the Owner in writing within the sixty (60) day period as to any changes necessary to comply with this Declaration, whereupon the Owner shall, within a reasonable time, either remove such improvements or make alterations so as to comply with these Covenants, Conditions and Restrictions. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnifies and hold the Association and the Committee harmless from any claim, loss or liability, including, without limitation, attorney’s fees, arising from or relating to such work.

7. Examination: Supervision of Work. The Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and examine any and all construction activity or maintenance work to determine compliance with these Covenants, Conditions and Restrictions. Persons conducting such examination shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto, if after examination, the Committee believes any construction does not conform to the approved plans it may halt construction, without court order, and may require, without court order, that corrective action be taken before construction can continue. The Committee shall not be liable for any damages, delays or inconveniences caused by its examination, whether or not the examination results in the discovery and correction of any unapproved work, and neither the Committee nor the Association will have any liability for any failure to discover any non-compliance with these Covenants, Conditions and Restrictions or any defect in the work. The Committee may cause any construction or maintenance work or activity not specifically authorized by these Covenants, Conditions and Restrictions or not being performed in strict compliance with the terms or conditions of prior authorization or approval. Before any work is performed, each Owner shall be obligated to obtain from such Owner's contractors, subcontractor, agents
and employees a written acknowledgment of the authority of the Committee pursuant to these Covenants, Conditions and Restrictions. An Owner's failure to obtain such written acknowledgments shall not relieve any Owner or such Owner's contractors, subcontractors, agents, or employees from responsibility of complying with instructions and decisions of the Committee.

8. Other Actions. Any other action required to be taken by the Committee for which no time is herein specified shall be taken within fifteen (15) days allowing written request to the Committee. If the Committee fails to approve or disapprove such request within fifteen (15) days, it shall be presumed that approval has been given. Any disapproval shall include a brief written statement of the reasons for disapproval.

9. Appointment and Term. Except as otherwise provided in Section 10 below, the members of the Committee will be appointed by the Declarant and hold office for terms to be established thereby. All members of the Committee shall be qualified by experience and familiarity with high quality residential construction and development. The members of the Committee will not be entitled to any compensation for services performed, except for reimbursement of reasonable out-of-pocket expenses, if any, if previously approved by the Board, or as otherwise approved by the Board.

10. Transitional Rule. So long as Declarant owns any Lot in the Property, the Committee shall have not less than one (1) member who shall be appointed by Declarant. Once Declarant has turned over administrative control of Trask Meadows and of the Declaration to the Association pursuant to ORS 94.600, et. seq., the Board of Directors of the Association shall appoint all members of the Committee not subject or appointed by Declarant.

11. Majority Action. A majority of the members of the Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting, and without the necessity of consulting the remaining members thereof. A decision of the Committee shall be in writing setting forth the action taken by the members thereof.

12. Appeal. At any time after Declarant has delegated appointment of the members of the Committee to the board of Directors of the Association, any Owner adversely affected by action of the Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee action, and shall contain specific
objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) days after receipt of such notification.

C. **ENFORCEMENT**

1. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of Carlton be responsible for the enforcement of these restrictions.

2. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (%) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in the Yamhill County real property records.

3. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

4. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

5. Failure by either the Association or by any Owner or mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

6. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be
entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

DATED: 12-21-01

TRASK MEADOWS

[Signature]
Declarant

STATE OF OREGON )
County of Yamhill ) ss

On the 21st day of December, 2001, personally appeared George Johnston, who, being first duly sworn, did say that he is the Declarant of Trask Meadows, and George Johnston acknowledged said instrument to be his voluntary act and deed.

Before me:

[Notary Seal]
Mary L. Denbon
Notary Public for Oregon
FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS - TRASK MEADOWS

AFTER RECORDING, RETURN TO:
Drabkin & Tankersley
P.O. Box 625
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

$31.00

FIRST AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
TRASK MEADOWS

This Amendment applies to the Covenants, Conditions and Restrictions recorded December 31, 2001 at instrument number 200123139. This Amendment applies to all lots located in Trask Meadows, Yamhill County, Oregon (collectively “property” with individual parcels also referred to as “lot”). This Amendment is enforceable by owners of the “benefitted properties,” which are defined as lots affected.

Pursuant to the power to amend the Covenants, Conditions and Restrictions contained in section C.2. of the original Covenants, Conditions and Restrictions, the undersigned owners of at least two-thirds of the real property included in Trask Meadows hereby adopt the following Amendment to Covenants, Conditions and Restrictions which were recorded at instrument number 200123139:

1. Section A.1. of the Covenants, Conditions and Restrictions is revoked and replaced with the following:

“A.1. All homes are to be manufactured homes, at least double wide. All homes must have been constructed after January 1, 1997, except that homes constructed prior to January 1, 1997 may be placed in Trask Meadows on the written approval of the Design Review Committee. Setback requirements on each Lot, which apply to both the home and all garages and decks, of at least five feet on the side property lines, and 10 feet on front and back property lines.”

2. Section A.5. of the Covenants, Conditions and Restrictions is revoked and replaced with the following:

“A.5. The home shall have horizontal lap siding installed on at least 30 percent of the front of the home. Maximum exposure between laps should be 8”.”
All other provisions of the Covenants, Conditions and Restrictions recorded at instrument number 200123139 shall remain in full force and effect.

This Amendment shall run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to the benefit of each owner of benefitted property area and that owner’s heirs, successors and assigns.

By our signatures below we confirm that we are the owners of lots 2, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, being at least two-thirds of the benefitted properties as required in Section C.2. of the Covenants, Conditions and Restrictions recorded at instrument number 200123139 and are therefore authorized to make this Amendment.

George Johnston
Dated: 9-11-02

Marijo Johnston
Dated: 7-11-02
SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS - TRASK MEADOWS

AFTER RECORDING, RETURN TO:
Drobnik & Tankersley
P.O. Box 625
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK
200221104
$26.00
PR-CRPRCnt=1Stn=2 ANITA
$5.00 $10.00 $11.00
10/25/2002 04:00:50 PM

SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRASK MEADOWS

This Amendment applies to the Covenants, Conditions and Restrictions recorded December 31, 2001 at instrument number 200123139. This Amendment applies to all lots located in Trask Meadows, Yamhill County, Oregon (collectively “property” with individual parcels also referred to as “lot”). This Amendment is enforceable by owners of the “benefitted properties,” which are defined as lots affected.

Pursuant to the power to amend the Covenants, Conditions and Restrictions contained in section C.2 of the original Covenants, Conditions and Restrictions, the undersigned owners of at least two-thirds of the real property included in Trask Meadows hereby adopt the following Amendment to Covenants, Conditions and Restrictions which were recorded at instrument number 200123139.

1. Section A.2 of the Covenants, Conditions and Restrictions is revoked and replaced with the following:

“A.2. All roof pitches shall be a minimum of 3’ vertical for every 12’ horizontal.”

All other provisions of the Covenants, Conditions and Restrictions recorded at instrument number 200123139, and any subsequent amendments, shall remain in full force and effect.

This Amendment shall run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to the benefit of each owner of benefitted proper area and that owner’s heirs, successors and assigns.

By our signatures below we confirm that we are the owners of lots 2, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 22, being at least two-thirds of the benefitted properties as required in Section C.2 of the Covenants, Conditions and Restrictions recorded at instrument number 200123139 and are therefore authorized to make this Amendment.

George Johnston
Dated: 10/25/02

Marijo Johnston
Dated: 10/25/02

STATE OF OREGON )
County of Washington ) ss.

Personally appeared before me the above named George Johnston and Marijo Johnston who acknowledged that the foregoing instrument was their voluntary act and deed.

Jessica Arnholtz
Notary Public for Oregon
THIRD AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRASK MEADOWS

This Amendment applies to the Covenants, Conditions and Restrictions recorded December 31, 2001 at instrument number 200123139, and any subsequent amendments. This Amendment applies to all lots located in Trask Meadows, Yamhill County, Oregon (collectively “property” with individual parcels also referred to as “lot”). This Amendment is enforceable by owners of the “benefitted properties,” which are defined as lots affected.

Pursuant to the power to amend the Covenants, Conditions and Restrictions contained in section C.2. of the original Covenants, Conditions and Restrictions, the undersigned owners of at least two-thirds of the real property included in Trask Meadows hereby adopt the following Amendment to the Covenants, Conditions and Restrictions:

1. The following additional paragraph is added Section B of the Covenants, Conditions and Restrictions as a new Section B.13. and will provide as follows:

“B.13. Owners of individual properties may request that the Design Review Committee grant an exception to items 6, 7 and/or 37 of Section A of these Covenants, Conditions and Restrictions. To request such an exception, an owner must submit a written request to the Design Review Committee, specifying the exception(s) and showing good cause why such an exception should be granted. If the Design Review Committee elects to grant the requested exception(s), the Design Review Committee shall provide a written statement to the owner describing the extent of such exception granted and any conditions which may be attached to the grant of the exception.”

All other provisions of the Covenants, Conditions and Restrictions recorded at instrument number 200123139, and any subsequent amendments, shall remain in full force and effect.

This Amendment shall run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to the benefit of each owner of benefitted property area and that owner’s heirs, successors and assigns.

By our signatures below we confirm that we are the owners of lots, being at least two-thirds of the benefitted properties as required in Section C.2. of the Covenants, Conditions and Restrictions recorded at instrument number 200123139 and are therefore authorized to make this Amendment.

George Johnston
Owner of lots 2/10/12-13 14/5-2-19, 22
Dated: 4-5-03

Marijo Johnston
Owner of lots 2/10/12-13 14/5-2-19, 22
Dated: 4-5-03

[Signature]
[Signature]

Owner of lot
Dated: 4-5-03

Owner of lot
Dated: 4-5-03

Page 1 of 2 - THIRD AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
Personally appeared before me this 5 day of September, 2003, the
above named George Johnston and Marijo Johnston acknowledged the foregoing act to be
their voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.

LINDA L. FINN
NOTARY PUBLIC OREGON
COMMISSION NO. 331286
MY COMMISSION EXPIRES FEB. 6, 2004

 Personally appeared before me this day of, 2003, the
above named acknowledged the foregoing act to be his/her
voluntary act and deed.
THIRD AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRASK MEADOWS

This Amendment applies to the Covenants, Conditions and Restrictions recorded December 31, 2001 at instrument number 200123139, and any subsequent amendments. This Amendment applies to all lots located in Trask Meadows, Yamhill County, Oregon (collectively “property” with individual parcels also referred to as “lot”). This Amendment is enforceable by owners of the “benefitted properties,” which are defined as lots affected.

Pursuant to the power to amend the Covenants, Conditions and Restrictions contained in section C.2. of the original Covenants, Conditions and Restrictions, the undersigned owners of at least two-thirds of the real property included in Trask Meadows hereby adopt the following Amendment to the Covenants, Conditions and Restrictions:

1. The following additional paragraph is added Section B of the Covenants, Conditions and Restrictions as a new Section B.13. and will provide as follows:

"B.13. Owners of individual properties may request that the Design Review Committee grant an exception to items 6, 7 and/or 37 of Section A of these Covenants, Conditions and Restrictions. To request such an exception, an owner must submit a written request to the Design Review Committee, specifying the exception(s) and showing good cause why such an exception should be granted. If the Design Review Committee elects to grant the requested exception(s), the Design Review Committee shall provide a written statement to the owner describing the extent of such exception granted and any conditions which may be attached to the grant of the exception."

All other provisions of the Covenants, Conditions and Restrictions recorded at instrument number 200123139, and any subsequent amendments, shall remain in full force and effect.

This Amendment shall run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to the benefit of each owner of benefitted property area and that owner's heirs, successors and assigns.

By our signatures below we confirm that we are the owners of lots being at least two-thirds of the benefitted properties as required in Section C.2. of the Covenants, Conditions and Restrictions recorded at instrument number 200123139 and are therefore authorized to make this Amendment.

George Johnston
Owner of lots
Dated:
________________________

Marijo Johnston
Owner of lots
Dated:
________________________

Signature
________________________

Print Name
________________________

Owner of lot 5/17
Dated: 9-9-03

Owner of lot 13
Dated: 9-4-03

Page 1 of 2 - THIRD AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
Personal appearance before me this ___ day of ____________, 2003, the above named George Johnston and Marijo Johnston acknowledged the foregoing act to be their voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named John W. Sim acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named Cynthia L. Hurd acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named Thomas DeWitt acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named John W. Sim acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named Cynthia L. Hurd acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named John W. Sim acknowledged the foregoing act to be his/her voluntary act and deed.

Notary Public for Oregon

Personally appeared before me this ___ day of ____________, 2003, the above named Cynthia L. Hurd, acknowledged the foregoing act to be her voluntary act and deed.
BYLAWS FOR TRASK MEADOWS HOMEOWNER'S ASSOCIATION, INC.


1.1 Lot Ownership. The real property located in the community of Carlton, County of Yamhill, State of Oregon, known as Trask Meadows, is submitted to the provisions of ORS 94.550 through 94.783, the Oregon Planned Community Act. The homeowner's association will be known as "Trask Meadows Homeowner's Association, Inc."

1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the planned community, the association of Lot owners (hereinafter referred to as the "Association"), and the entire management structure thereof.

1.3 Personal Application. All present or future Lot owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the planned community in any manner, are subject to the provisions of these Bylaws. The acquisition, occupancy, or rental of any of the Lots, or the mere act of occupancy of any such Lots will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 Definitions. Except as otherwise provided herein, the terms used in these Bylaws shall have the meaning set forth in the Oregon Planned Community Act, as supplemented by the Declaration, and the statute and definitions are incorporated herein by this reference.

Article 2. Association Membership, Voting, Majority of Owners, Quorum, Proxies.

2.1 Membership in the Association. Membership in the Association is limited to Lot owners. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in the conveyance or contract shall automatically be a member of the Association, and shall remain a member of the Association until the person's ownership ceases for any reason. For all purposes of the Declaration of Planned Community ("Declaration"), and the administration of the property, Lot ownership shall be determined, from the records maintained by the Association. The record shall be established by the Lot
owner filing with the Association a copy of the deed to or land sale contract for his or her Lot, to which shall be affixed the certificate of the recording officer of the County of Yamhill, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as a Lot owner unless a copy of the deed or contract has been filed with the Association as provided above showing him to be the current owner or contract purchaser of a Lot. Notwithstanding the foregoing, Declarant shall be the owner of all previously unsold Lots, although no deed or land sale contract with respect to such Lots has been filed with the Association.

2.2 Voting. Except as otherwise provided in the Declaration, the owner(s) of each Lot shall be entitled to one vote per Lot. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

2.3 Majority of Owners. As used in these Bylaws, the term "majority of owners" means those owners holding over 50 percent of the voting rights allocated to the Lot owners in accordance with the Declaration and Section 2.2 above. "Majority of owners present" shall mean owners holding over 50 percent of the votes present at any legal meeting.

2.4 Quorum. The presence in person, by proxy, or by ballot of owners holding 50 percent or more of the outstanding votes, as defined in Section 2.2, shall constitute a quorum.

2.5 Proxies; Ballots. Votes may be cast in person, by proxy, or by written ballot. Proxies must be filed with the secretary before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. In the sole discretion of the board of directors, a meeting of the Association may be by ballot, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and/or to pass the proposal specifically propounded on the ballot. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.8.

2.6 Authority to Vote. All owners shall be entitled to vote, including those who have leased their premises to a third party. An owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the Lot shall be deemed the owner thereof, unless otherwise provided in such contract.

2.7 Fiduciaries and Joint Owners. An executor, administrator, conservator, or trustee may vote, in person, by proxy, or ballot, at any meeting of the Association with
respect to any Lot owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided that he or she shall satisfy the secretary that he or she is the executor, administrator, conservator, or trustee, holding such Lot in such capacity. Whenever any Lot is owned by two or more persons jointly according to the records of the Association, the vote of the Lot may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.8 Actions by Association; Legal Meeting. Except as otherwise provided in the Declaration, these Bylaws or the Oregon Planned Community Act, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws where a quorum is present in person, by proxy, or by ballot at a ballot meeting.

Article 3. Administration.

3.1 Association Responsibilities. The owners of the Lots constitute the members of the Association, known as Trask Meadows Homeowner’s Association, Inc. The Association shall be an Oregon nonprofit corporation which will be responsible for approving the annual budget, establishing and collecting monthly assessments, and arranging for the operation, management, and maintenance of the common property including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters.

3.2 Place of Meetings. Formal meetings of the Association shall be held at such place as the board of directors may designate. The vote of a ballot meeting shall be determined by the board of directors within 48 hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within 48 hours of the postponed date. Each Lot owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within 10 days after the ballots have been counted.

3.3 Turnover Meeting.

3.3.1 The turnover meeting (which shall constitute the initial organizational meeting) shall be held not later than 90 days following the conveyance to persons other than Declarant of 21 of the Lots or two (2) years from the date of conveyance of the first Lot to someone other than Declarant in the Planned Community,
whichever is later, unless Declarant elects to hold such meeting earlier. The turnover meeting shall be called by notice to all Lot owners of the time, place, and purpose thereof not less than seven nor more than 50 days before the meeting. If such meeting is not called by Declarant within the time specified, the meeting may be called and notice given by a Lot owner.

3.3.2 At the turnover meeting, Declarant shall relinquish control of the administration of the Association and the Lot owners shall assume such control and the Lot owners shall elect a board of directors in accordance with the provisions of Article 4 of these Bylaws. Additionally, Declarant shall deliver to the Association those items specified in the Oregon Planned Community Act to be turned over by Declarant at the turnover meeting. In order to facilitate an orderly transition, during the 3-month period following the turnover meeting, Declarant or an informed representative shall be available to meet with the board of directors on at least three mutually acceptable dates to review the documents delivered to the Association as required by the Oregon Planned Community Act and referred to above.

3.4 Transitional Committee.

3.4.1 Within not less than seven (7) nor more than fifty (50) days of conveyance to persons other than the Declarant of fifty percent (50%) of the Lots which the Declarant has reserved the right to develop in the Planned Community (unless the turnover meeting has been held), the Declarant shall call a meeting of the Lot owners for the purpose of forming a transitional committee in accordance with the Oregon Planned Community Act (ORS 94.604) and these Bylaws. The transitional committee shall be advisory only and shall consist of two (2) or more members selected by Lot owners other than the Declarant and may include not more than one (1) representative of the Declarant. The members shall serve until the turnover meeting.

3.4.2 The function of the transitional committee shall be that of enabling ease of transition from control of the administration of the Association by the Declarant to control by the Lot owners. The committee shall have access to the information, documents and records which the Declarant must turn over to the Lot owners under the Oregon Planned Community Act and Section 3.3.2 of these Bylaws.

3.4.3 The Declarant shall give notice of the meeting required under this Section 3.4 to each Lot owner at least seven (7), but not more than fifty (50), days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If such meeting is not called by the Declarant within
the time specified, the meeting may be called and notice given by a Lot owner. If the
owners, other than the Declarant, do not select members for the committee under this
Section 3.4, the Declarant shall have no further responsibility to form the committee.

3.5 Annual Meetings. The first annual meeting of the Association shall be held
in the calendar year following the calendar year in which the turnover meeting is held and
shall be set by action of the board of directors. This meeting, at the discretion of the board
of directors, may be changed from time to time, but must be held annually under the rules
and regulations as set out in the Bylaws. At such meetings, new members of the board of
directors shall be elected by the owners in accordance with the requirements of Section 4.6,
to replace those directors whose terms have expired. The owners may also transact such
other business of the Association as may properly come before them.

3.6 Special Meetings. It shall be the duty of the chairman to call a special meeting
of the owners as directed by resolution of the board of directors or upon a petition signed
by 40 percent or more of the owners having been presented to the secretary. All meetings
called because of petition of Lot owners shall be held at a formal gathering and not by ballot,
and shall be held within 60 days after receipt of the petition. 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 unless by consent of all
the owners of the Lots or as otherwise set out in these Bylaws.

3.7 Notice of Meetings. It shall be the duty of the secretary to mail by first- class
or certified mail or to hand-deliver a notice of each annual or special meeting, stating the
purpose thereof and the time and place where it is to be held, to each owner of record at least
7, but not more than 50 days prior to such meeting or the date when ballots for a ballot
meeting are required to be returned. It shall be the duty of the secretary to hand-deliver or
mail by first-class or certified mail written ballots for ballot meetings to each owner of
record not less than 20 days before the date such ballots must be received by the Association
in order to be counted. The mailing shall be to the owner's address last given to the secretary
in writing by the Lot owner or his or her vendee. If Lot ownership is split or the Lot has
been sold on a contract, notice shall be sent to a single address, of which the secretary has
been notified in writing by such parties. If no address has been given to the secretary in
writing, then mailing to the Lot shall be sufficient. The mailing of a notice in the manner
provided in this section shall be considered notice served.

3.8 Adjourned Meetings. If any gathering of owners is not a legal meeting
because a quorum has not attended, the owners who are present, either in person or by
proxy, may adjourn the meeting to a time not less than 48 hours nor more than 20 days from
the time the original meeting was called. The board of directors may postpone the date for
Article 4. Board of Directors.

4.1 Number and Qualification. The business and affairs of the Association shall be governed by a board of directors composed of between one and five persons, each of whom must be a Lot owner or the co-owner of a Lot.

4.2 Powers and Duties. In addition to the powers enumerated in ORS 94.640, the board of directors shall have the powers and duties necessary for the administration of the business and affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners, including but not limited to the following:

4.2.1 Care, upkeep, and supervision of the common property.

4.2.2 Establishing and maintaining replacement reserve accounts and other reserves that are required to be maintained by the Oregon Planned Community Act or these Bylaws and such other reserve accounts as are permitted by these Bylaws.

4.2.3 Designation and collection of monthly assessments from the owners, in accordance with these Bylaws, the Declaration, and the Oregon Planned Community Act.

4.2.4 Establishing a budget for payment of all Common Expenses of the Association, and institution and maintenance of a system for such payment as may be reasonably necessary to prevent any misuse of Association funds.

4.2.5 Obtaining and maintaining insurance policies and payment of premiums therefor out of the common expense funds in respect to common property as more specifically provided in Article 8.

4.2.6 Designation and dismissal of the personnel necessary for the maintenance and operation of the Oregon Planned Community Act and the common property.
4.2.7 Causing the preparation and distribution of annual financial statements of the Association to each of the Lot owners as more specifically provided in Article 12.

4.2.8 Adoption and amendment of administrative rules and regulations governing the details of operation and use of the common property; provided, however, any such rules or regulations shall always be subject to rescission or amendment by the Association upon majority vote of owners present at any properly called meeting at which a quorum is present.

4.2.9 Causing the Association to comply with ORS 94.670 relating to maintenance of documents delivered to the Association by Declarant and maintenance and distribution of financial statements. Also to maintain copies suitable for duplication of the following: Declaration, Bylaws, Association rules and regulations, if any, and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association.

4.3 Management Agent. The board of directors may employ a Manager, to be compensated in an amount established by the board, to perform such duties and services as the board shall authorize.

4.4 Interim Directors. Until the turnover meeting provided for herein, the board's rights, duties and functions shall be exercised by Declarant.

4.5 Election and Term of Office. At the turnover meeting of the Association, the term of office of two directors shall be fixed for two years. The term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each respective director, his or her successor shall be elected to serve a term of two years. The directors shall hold office until their successors have been elected. At the turnover meeting, upon agreement by vote of the owners, the board of directors may be elected by a single ballot with each owner permitted to vote for three nominees. In that event, the two nominees receiving the highest number of votes shall be the two-year directors and the one nominee receiving the next highest number of votes shall be the one-year director.

4.6 Vacancies. Vacancies on the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected upon expiration of the term for which the director who is being replaced was to serve.
4.7 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the directors may be removed, with or without cause, by a majority vote and a successor maybe then and there 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. Any director who fails to attend three successive meetings of the board of directors which have been properly called, or who has failed to attend more than one-third of the board of directors meetings during a 12-month period which have been properly called, may be removed by a majority of the remaining directors.

4.8 Regular Meetings. A regular meeting of the board of directors shall be held immediately after and at the same place as the annual meeting of Lot owners. The board of directors may hold additional regular meetings 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 may be called by the chairman on three days' notice to each director, given personally or by mail, telephone, fax, or other similarly reliable method, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.9 Special Meetings. Special meetings of the board of directors may be called by the chairman or secretary or on the written request of at least two directors. Special meetings of the board of directors may be called on three days' notice to each director, given personally or by mail, telephone, or fax, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.10 Waiver of Notice to Directors. Before, at or after any meeting of the board of directors, any director may, in writing, 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 or her of the time and place thereof. If all the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

4.11 Board of Directors' Quorum. At all meetings of the board of directors, a majority of the existing directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors shall be the acts of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice provided a quorum is present.

4.12 Board of Directors Meetings Open to All Association Members. All meetings of the board of directors shall be open to all members of the Association.
Association member shall have a right to participate in the board of directors meetings unless the member is also a member of the board of directors. The chairman shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the board of directors.

4.13 Notice to Association Members of Board of Directors Meetings. For other than emergency meetings, notice of board of directors meetings shall be posted at a place on the common property at least three days prior to the meeting or notice shall otherwise be provided to each member of the Association reasonably calculated to inform each member of such meetings. The posting of the notices shall be at a reasonable location which has been generally publicized to the Lot owners.

4.14 Telephonic Meetings. In the event of an emergency, telephonic meetings may be held by the board of directors. Such telephonic meetings shall be carried on by means of a "conference call" in which each director may speak with any of the other directors. The directors shall keep telephone numbers on file with the chairman to be used for telephonic meetings. No notice to either directors or Association members shall be required for a telephonic meeting of the board of directors to be held for any emergency action; provided, however, no such telephonic meeting shall occur unless an attempt has been made to call each director at the telephone number maintained on file with the board of directors for such purpose.

4.15 Compensation of Directors. No director shall be compensated in any manner, except for reasonable out-of-pocket expenses for attendance at meetings of the directors, unless such compensation is approved by vote of the Lot owners.

Article 5. Officers.

5.1 Designation. The principal officers of the Association shall be a chairman, a secretary, and a treasurer, all of whom shall be elected by the directors. The directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the board of directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the board of directors.

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5.4 **Chairman.** The chairman shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. He or she 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 to appoint committees from among the owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The chairman must be a director of the board.

5.5 **Secretary.** The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the board of directors may direct; and he or she shall, in general, perform all the duties incident to the office of secretary.

5.6 **Treasurer.** The treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

5.7 **Directors as Officers.** Any director may be an officer of the Association.

**Article 6. Obligations of the Owners.**

6.1 **Assessments.** All owners are obligated to pay annual assessments imposed by the Association to meet all the Association's Common Expenses, which shall include premiums for insurance required or permitted under Article 8. The annual assessment will be payable quarterly. The annual assessment shall commence on the date the first lot is sold by Declarant to an owner. Prior to such time, Declarant shall pay all operating expenses of the common property. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the monthly assessment of Lot owners. The assessment of all Lot owners who may be benefitted by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established. Unless the Board of Directors elects otherwise, the initial assessment will be payable quarterly at a rate of $30.00 per quarter, per lot, payable in advance, beginning on the date the first lot is sold by Declarant to an owner. The amount and frequency of payments may be changed at the discretion of the Board of Directors of the Association.
6.2 Except as otherwise provided in the Declaration or these Bylaws, each Lot will be liable for the Common Expenses in equal proportion.

6.3 The annual assessment of Lots shall include the following items, which shall be Common Expenses:

6.3.1 Expenses of administration.

6.3.2 Expenses of maintenance, repair or replacement of the common property. This shall include the costs to maintain the private water system, private storm water system and private sewage system.

6.3.3 Any deficit in Common Expenses for any prior period.

6.3.4 Utilities for the common property and other utilities and assessments with a common meter or commonly billed, such as water and sewer. Any assessments that are billed on a "Per lot" or "per connection" basis shall be passed through to each Lot on the same basis.

6.3.5 At the discretion of the board of directors, the expense of basic cable television service to all Lots, together with maintenance and repair expenses for such system and service.

6.3.6 Cost of insurance or bonds obtained in accordance with these Bylaws.

6.3.7 The cost of any professional management.

6.3.8 Legal, accounting, and other professional fees.

6.3.9 Any other items properly chargeable as an expense of the Association.

6.4 Reserve Items: A reserve account for the purpose of effecting replacements of common property which will normally require replacement in more than three years and less than 30 years. Payment into this account shall be deemed a contribution to capital improvement as and when payment into account is made. Pursuant to provisions of the Oregon Planned Community Act, Declarant has established a reserve account for replacement of such common property. The reserve accounts for replacement shall be funded by assessment against the same Lots that are assessed for the maintenance of the items for which the reserve account is established. Accordingly, the reserve account for replacement of common property shall be created by assessment against all owners.
Annually, the board of directors shall prepare a report, or update an existing report, which includes a schedule of the common property having a remaining useful life of more than three and less than 30 years, together with the current replacement cost of such common property. The amount of the periodic payments to the reserve account shall be adjusted annually to recognize changes in remaining useful lives and replacement costs over time. Except as otherwise provided in the Oregon Planned Community Act, the reserve account shall be used only for replacement of common property and shall be kept separate from accounts for maintenance.

6.4.1 In the discretion of the board of directors, a general operating reserve account by allocation and payment thereto monthly of an amount determined by the board of directors.

6.4.2 Other special reserve funds as may be set up by the directors by special assessments of the Lot owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate.

6.4.3 Each reserve account shall be kept in an account with a safe and responsible depository, shall be accounted for separately, and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies.

6.4.4 Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Lots.

6.5 Initial Assessment. The initial assessment to Lot owners shall be determined by Declarant. The assessment shall thereafter be subject to review by the board of directors. Except as otherwise provided below, the first subsequent assessment for all Lots shall be payable on the date the first lot is sold by Declarant to an owner.

6.6 Special Assessments. The board of directors shall have the power to levy special assessments against an owner or all owners in the following manner for the following purposes:

6.6.1 To correct a deficit in the operating budget by vote of a majority of the board;

6.6.2 To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the board;
6.6.3 Upon vote of a majority of the board of directors, to make repairs or renovations to the common property if sufficient funds are not available from the operating budget or replacement reserve accounts; or

6.6.4 To make capital acquisitions, additions, or improvements, by vote of at least 75 percent of all votes allocated to Lots.

6.7 **Declarant's Obligation for Assessments.** From the date the first lot is sold by Declarant to an owner, Declarant shall:

6.7.1 Pay assessments due for operating expenses on all unsold Lots; and

6.7.2 Pay assessments due for reserves on all unsold Lots, or, at Declarant's option, defer payment of the accrued assessment for a Lot until the date the Lot is conveyed by Declarant.

6.8 **Budget; Income Tax Returns; Determination of Fiscal Year.**

6.8.1 The fiscal year of the association shall be the calendar year unless otherwise determined by the board of directors.

6.8.2 The board of directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

6.8.3 At least 60 days before the beginning of each fiscal year, the board of directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the common property, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Oregon Planned Community Act, the Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the common property and the rendering to the Lot owners of all related services.

Such budget shall also include such reasonable amounts as the board of directors considers necessary to provide working capital and such general operating reserve accounts, contingency, and other reserve accounts as the board shall determine. The amount designated for replacement reserves shall be adjusted annually to reflect current replacement cost and remaining useful life. At least 30
days before the beginning of each fiscal year, the board of directors shall send to each Lot owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses and any special assessment payable by each Lot owner. Such budget shall constitute the basis for determining each Lot owner's assessment for the expenses of the Association.

6.8.4 The failure of the board of directors to timely prepare and/or to present a budget to the Lot owners shall not be cause for any owner to fail or refuse to pay assessments. Assessments shall continue, based on the last adopted or accepted budget, until a new budget is created and announced. Retroactive increases and/or special assessments may be made by the board of directors to make up for any deficiency.

6.8.5 If the board of directors fails to timely adopt a budget for a new fiscal year, Lot owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the Lot owners, and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting, Lot owners holding a majority of the votes of the entire Association may amend any budget adopted by the board of directors. Thereafter, assessments to Lot owners shall be based on the budget as so amended until a new budget is adopted in accordance with this Section 8.

6.9 Default. Failure by an owner to pay any assessment of the Association shall be a default by such owner of his or her obligations pursuant to these Bylaws and the Oregon Planned Community Act and, in addition to the Association's other remedies provided in the Declaration, these Bylaws shall entitle the Association to declare the balance of such owner's annual assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments at a rate as may be set by the board of directors, from time to time, not to exceed the lower of 18 percent per annum or the highest rate permitted by applicable law. Prior to the imposition of or change in the interest rate charged on delinquent assessments, the board of directors shall give 30 days' written notice to all owners.

In addition to the interest that may be charged on delinquent assessments, the board of directors, at its option, may impose a late penalty in respect to any assessment not paid within 10 days from the due date. The penalty may not exceed the sum of 10% of the delinquent assessment, but shall be imposed only once on each regular or special assessment or installment of such assessments.
The Association shall be entitled to a lien that may be enforced on compliance with the provisions of ORS 94.709. In any foreclosure suit by the Association with respect to the lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his or her Lot or shall be entitled to the appointment of a receiver. Liability for all assessments, charges, interest, fees (including attorney fees), and other sums owing by the Lot owner pursuant to the Declaration, these Bylaws, the Oregon Planned Community Act, and rules and regulations of the Association shall be the personal obligation of the Lot owner and may be enforced by suit for a money judgment, in addition to all other remedies of the Association. Any default by the owner in any provisions of these Bylaws or of the Oregon Planned Community Act shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the Lot is subject.

6.10 Maintenance and Repair. Every owner must perform promptly all maintenance and repair work within his or her own Lot, which if omitted would affect the common property or other Lots, and shall be responsible for the damages and liabilities that his or her failure to do so may cause.

6.10.1 All repairs of internal installations of each Lot, such as water, lights, gas, power, sewage, telephones, air conditioners and sanitary installations, buildings, and all other accessories belonging to the Lot area shall be at the sole expense of the owner of such Lot.

6.10.2 An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common property and/or facility damaged through his or her fault, not otherwise covered by insurance policies carried by the owner or the Association for the owner's and Association's benefit. In such circumstances, the insurance obtained by the owners shall be deemed the primary coverage.

6.11 Right of Entry: Encroachments; Easements for Maintenance. An easement is reserved to the Association in and through any Lot and the common property providing access at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the common property. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any Lot or common property, such alterations or damages will be permitted without compensation, provided the Lot and/or common property are promptly restored to substantially their prior condition by the Association.

6.11.1 If any portion of the common property encroaches on a Lot, or a Lot encroaches on any portion of the common property, a valid easement for the encroachment and for the maintenance of the same, as long as it stands, shall exist.
Article 7. Use and Occupancy Restrictions; Rules of Conduct.

7.1 **Use as Private Dwelling Only.** Each Lot will be occupied as a manufactured home single-family private dwelling by its owner or permitted tenants, visitors, and guests, and for no other purpose. Subject to complying with applicable local ordinances and other restrictions of record, an owner may use his or her Lot as a "home office," provided clients, customers, and employees do not regularly visit the "home office." All common property shall be used in a manner conducive to such purpose.

7.2 **Rental.** Subject to Declarant's rights as provided in the Declaration, all manufactured homes placed on Lots must be occupied by the owner of the manufactured home. If a Lot owner places a manufactured home on the Lot, the Lot owner must occupy the manufactured home. Subject to Declarant's rights as provided in the Declaration, in no event may any owner lease or rent any portion of a manufactured home even if the Lot owner resides in another part of the manufactured home.

7.3 **Manufactured Home Siting and Standards.** As provided in the Declaration, all owners must obtain Design Review Committee approval of all manufactured home designs and siting plans prior to installation of the manufactured home and/or related structures. The minimum standards to be applied by the Design Review Committee are contained in the CC&Rs recorded in Yamhill County records.

7.4 **Restriction on Alteration to Lot.** No owner shall make any modifications, additions or alterations to his or her Lot or installations located therein without complying with the Design Review Committee requirements of the Declaration.

7.5 **Maintenance of Lot.** Each owner is responsible for maintaining and keeping clean and in good repair the exterior of their home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times and in accordance with any recorded Covenants, Conditions & Restrictions.

7.6 **Use of Common property.** All common property is provided for the use of the owners and their guests. Rules and regulations will be posted, setting out the conditions attendant thereto. Compliance with such rules as determined by the board of directors is essential to the harmonious operation of the facilities.

7.7 **Additional Rules.** Rules and regulations concerning other use of the common property may be made and amended from time to time by the Association or the board of directors. Copies of such rules and regulations will be furnished to all Lot owners on request.
Article 8. Insurance.

8.1 Each owner shall be responsible for obtaining, at his own expense, insurance covering his Lot and property. The board of directors shall obtain and maintain at all times insurance of the type and kind and in the amounts to be provided, and including insurance for such other risks of a similar or dissimilar nature as are or shall customarily be covered with respect to other planned communities similar in construction and design, and which insurance shall be governed by the provisions in this article.

8.2 Types of Insurance Policies. For the benefit of the Association and the owners, the board of directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent available at reasonable cost:

8.2.1 A policy or policies of property insurance including, but not limited to, fire, extended coverage, vandalism, and malicious mischief, for the full insurable replacement value, if available, of all common property, and such other fire and casualty insurance as the board of directors shall determine.

8.2.2 A policy or policies insuring the Association, its board of directors, the Lot owners individually, and the Manager against any liability to the public or the owners of Lots and their invitees or tenants, incident to the ownership, supervision, control, or use of the common property and the planned community. Limits of liability under such insurance shall be not less than $1,000,000 per occurrence for bodily injuries and property damage liability. This limit and coverage shall be reviewed at least annually by the board of directors, which may increase the limit of and/or coverage, in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

8.2.3 Workers' compensation insurance to the extent necessary to comply with any applicable laws.

8.2.4 If the directors determine it is cost effective and appropriate, a fidelity bond naming such persons handling or responsible for Association funds as may be designated by the board of directors as principals and the Association and the owners as obligees, for the amount determined by the board of directors. The premiums on such bonds shall be paid by the Association.
The Association shall not be responsible for any loss or damage to buildings within a Lot or personal property of any owner, whether stored on the common property or on the owner's Lot, nor shall the association maintain any insurance coverage for such loss.

8.3 Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and hold a "Commissioner's rating" of "A-" and a size rating of "7," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

8.4 Authority to Adjust Losses. All losses under policies obtained by the Association shall be settled exclusively with the board of directors or its authorized representative. Releases and proofs of loss shall be executed by at least two directors.

8.5 Provisions in Insurance Policies. The board of directors shall make every effort to secure insurance policies that will provide for the following:

8.5.1 A waiver of subrogation by the insurer as to any claims against the board of directors, the manager, the Lot owners, and their respective servants, agents, and guests.

8.5.2 A provision that the policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual owners.

8.5.3 A provision that the policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the board of directors or the manager without prior demand in writing that the board of directors or manager cure the defect.

8.6 Insurance Deductible/Owner Insurance.

8.6.1 The board of directors shall determine the amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article 8. In determining the deductible under the policies, the board, among other factors, shall take into consideration the availability, cost, and loss experience of the Association. In this regard, as in other board responsibilities, the board members shall exercise their reasonable business judgment.
8.6.2 The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (a) damage to a Lot; or (b) for any damage or loss to the owner's or tenant's real or personal property. Owners shall be responsible for purchasing insurance policies insuring their Lots and for insuring their own real and personal property for any loss or damage. Owners (and tenants) of all Lots shall procure and maintain comprehensive liability policies having combined limits of not less than $100,000 for each occurrence. Such insurance shall provide coverage for, but not limited to, the negligent acts of the owner and tenant and their guests or other occupants of the Lot for damage to the common property and other Lots and the personal property of others located therein.

8.7 Review of Insurance Policies. At least annually, the board of directors shall review all insurance carried by the Association.

Article 9. Damage and Destruction.

9.1 Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty, or any other damage and destruction, the insurance proceeds of the Association's policy, if sufficient to reconstruct the common property damaged or destroyed, shall be applied to such reconstruction.

9.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed common property, the damage to or destruction of the common property shall be promptly repaired and restored by the manager or the board of directors, using the proceeds of insurance, if any, on the common property for that purpose and all the Lot owners shall be liable for assessment for any deficiency for the reconstruction, the deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner.

9.3 Condemnation. The board of directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common property and shall assist any Lot owner whose Lot or a part thereof is the subject of any condemnation or eminent domain proceeding; provided, however, that nothing in this or any document or agreement shall be construed to give a Lot owner or any party priority over the rights of the first mortgagees of any Lots in the case of a distribution to the Lot owner of any such condemnation awards for losses to or a taking of a Lot and/or the common property. In the event of a taking or acquisition of part or all of the common property by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Lot owners and their
mortgage holders as their interest may appear. The board of directors shall distribute the proceeds of any such award or settlement on a reasonable and equitable basis among the Lot owners.

Article 10. Amendments to Bylaws. These Bylaws may be amended by the owners holding a majority of the total voting rights allocated to the Lots in a duly constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding a majority of the voting rights or as otherwise set forth in the Declaration and any supplemental Declaration. Any amendments adopted hereby shall be reduced to writing, certified by the chairman and secretary of the Association to be the amendment adopted by the Association, and the certified amendment shall be recorded in the Deed Records of Yamhill County, Oregon; provided, however, that no amendment of these Bylaws reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of the first mortgagee, and provided further that no amendment of these Bylaws may be made without the consent of Declarant as long as Declarant owns any Lot, but no such consent shall be required after conveyance to owners other than Declarant of 75 percent of the existingLots and Lots Declarant reserves the right to construct or seven years after the first conveyance of a Lot whichever is earlier.

Article 11. Records and Audits.

11.1 General Records. The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meetings of the Association. The board of directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of Lots.

11.2 Records of Receipts and Expenditures. The board of directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common property, itemizing the maintenance and repair expenses of the common property and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Lot owners and mortgagees at convenient hours on weekdays.

11.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. The account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid on the account, and the balance due on the assessments.
11.4 Payment of Common Expenses. The board of directors shall authorize the treasurer, the management agent, or another specified party to pay all legitimate expenses of the Association. The payments shall be made pursuant to the payment system instituted by the board of directors as described in Section 4.2.3.

11.5 Reports and Audits. The board of directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Lot owners and to all mortgagees of Lots within 90 days after the end of each fiscal year. At any time any owner or mortgagee may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.

11.6 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Lot owner shall promptly inform the secretary or manager of the name and address of such vendee, mortgagee, lessee, or tenant.

Article 12. Compliance. These Bylaws are intended to comply with the provisions of the Oregon Planned Community Act, which are incorporated herein and to supplement the provision in the Declaration. In case any of the provisions herein conflict with the provisions of the statutes, the statutory provisions shall apply. In case of any conflict between the provisions herein and the Declaration, the provisions in the Declaration shall apply.

Article 13. Indemnification of Directors, Officers, Employees, and Agents. The Association shall indemnify any director, officer, employee, or agent 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 the Association) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such suit, action, 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 interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent,
shall not of itself create a presumption that a 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 Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that the person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee, or agent shall have a right of contribution over and against all other directors, officers, employees, or agents and members of the Association who participated with or benefitted from the acts that created the liability.

Article 14. Assessment Collection Costs; Suits and Actions. Whether or not suit or action is commenced, Lot owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments and enforcement of the Declaration, Bylaws, or rules and regulations of the Association. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines, and interest.

If suit or action is commenced by the directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Bylaws or of the Oregon Planned Community Act, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by that court.

Article 15. Miscellaneous.

15.1 Notices. All notices to the Association or to the board of directors shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board of directors may hereafter designate from time to time. All notices to any Lot owner shall be sent to such address as may have been designated by him or her from time to time, in writing, to the board of directors, or if no address has been designated, then to the owner’s Lot.

15.2 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur.
15.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used here, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

Adoption of Bylaws

The undersigned hereby adopts the foregoing on behalf of the Association as the Bylaws of the Association as of the date set forth below.

DATED this 27th day of December, 2001.

Trask Meadows Homeowner’s Association, Inc.

By:

George Johnston

STATE OF OREGON

) ss.
County of Yamhill

This instrument was acknowledged before me on the 27th day of December, 2001, by George Johnston.

Notary Public

Page 23 - Bylaws for Trask Meadows Homeowner’s Association, Inc.
AMENDMENT TO
BYLAWS FOR TRASK MEADOWS HOMEOWNER’S ASSOCIATION, INC.

The following section is added to Article 6:

“6.3.10 Obligations and expenses under the “Condition, Covenant and Restriction Including Waiver of Right to Remonstrance”, recorded in Yamhill County records, Oregon, Instrument No. 200200152.”

Adoption of Amendment to Bylaws

The undersigned, being all of the owners and the Declarant, pursuant to a meeting called for such purpose, hereby adopt the foregoing Amendment on behalf of the Association as an Amendment to the Bylaws of the Association as of the date set forth below.

DATED this 10th day of January, 2002.

Trask Meadows Homeowner’s Association, Inc.

By: _______________________________ By: _______________________________
   George Johnston, Owner/Declarant     Marijo Johnston, Owner

CERTIFICATION: This is the Amendment duly adopted by the Association.

By: _______________________________ By: _______________________________
   George Johnston, President/Chairperson     Marijo Johnston, Secretary

STATE OF OREGON    ) ss.
County of Yamhill    )

This instrument was acknowledged before me on the 10th day of January, 2002, by George Johnston and Marijo Johnston.

[Signature]
Notary Public
Report: PRELIM  Plant Date: August 27, 2014  ORDER NO.: 2310520

Owners Ext/Ltd. $ 105,000.  $ 463.
Lender Ext/Ltd. $ TOCOME  $ TOCOME
Endorsements: $ 100. -
Gov't Service  
Other Fee:  

DESCRIPTION:

VESTING:

Tammy S. Kenworthy

☐ as tenants by the entirety  ☐ as tenants in common  ☐ as their interest may appear  ☐ not as tenants in common but with rights of survivorship

EXCEPTIONS:

2014-2015

Add: Amendment 200323390

NOTES:

Mobile exempt (see note, pg. 4)

CHAIN OF TITLE: None
NO JUDGMENT AGAINST: Gerald Neumann

TAXES PAID: 2019 (pg. 7)
PROPERTY ADDRESS: 513 Madsen Lp Carlton, OR 97111 (pg. 4)

Final Check List: Must be checked (Yamhill County Site Use Only)
Taxes:  
Judgments:  
Roads:  

EXAMINER: 
Reference No.: 1002615
First American Title Insurance Company of Oregon
775 NE Evans Street PO Box 1239
McMinnville, OR 97128
Phn - (503)693-7916 - Fax: (866)334-1469 - Email: cshirey@firstam.com
First American Title Insurance Company of Oregon
6113 NE Cornell Road, Hillsboro, OR 97124

Order No.: 7032-4002615
March 13, 2007

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:
CAROLYN L. SHIREY, Escrow Officer/Closer
Phone: (503)693-7916 - Fax: (866)334-1469 - Email: cshirey@firstam.com
First American Title Insurance Company of Oregon
6113 NE Cornell Road, Hillsboro, OR 97124

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:
Clayton Carter, Title Officer
Phone: (503)472-4627 - Fax: (866)800-7294 - Email: ctcarter@firstam.com

Preliminary Title Report

ALTA Owners Standard Coverage
ALTA Owners Extended Coverage
ALTA Lenders Standard Coverage
ALTA Lenders Extended Coverage
Endorsement 9, 22 & 8.1
Govt Service Charge
Other

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We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

Lot 20, TRASK MEADOWS, in the City of Carlton, Yamhill County, Oregon,

and as of March 08, 2007 at 8:00 a.m., title vested in:

Jeremy Proffitt

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

\( 2d \) NWS/DR 2014-2015

The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

\( 1. \) Easement as shown on the recorded plat/partition:

- Easement for public & private utilities and sidewalk as shown on the plat

of Trask Meadows.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.
Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: Recorded December 31, 2001 as Instrument No. 200123139

→ First Amendment thereto recorded under Recorded July 11, 2002 as Instrument No. 200213497.

→ Second Amendment thereto recorded under Recorded October 25, 2002 as Instrument No. 200221104.

→ Amendment thereto recorded under Recorded January 10, 2002 as Instrument No. 200200680.

Third Amendment 2003-23390 (see below)

The By-Laws, including the terms and provisions thereof of Trask Meadows.

Recorded: Recorded December 31, 2001 as Instrument No. 200123138

Declaración of Planned Community for Trask Meadows including the terms and conditions thereof:

Recorded: December 31, 2001
Recording Information: Instrument No. 200200152 200123410 → correct

Restrictive Covenant to Waive Remonstrance, pertaining to Roadway Improvement including the terms and provisions thereof

Recorded: January 4, 2002 as Instrument No. 200200152

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Jeremy Proffitt
Grantee/Beneficiary: Homecomings Financial Network, Inc., as Lender, and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Beneficiary
Trustee: Amerititle
Amount: $136,850.00
Recorded: June 21, 2005
Recording Information: 200512755

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Jeremy Proffitt
Grantee/Beneficiary: CitiFinancial, Inc.
Trustee: Fidelity National Title
Amount: $21,249.21
Recorded: March 31, 2006
Recording Information: 200607095

Third amendment to Covenants, Conditions and Restrictions of Trask Meadows recorded September 12, 2003 as Instrument No. 200323390.

→ Encroachment(s) of structure(s) into easements as said easements are set forth on the recorded plat, if any, of which a current survey would reveal.
Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Jeremy Proffitt
Grantee/Beneficiary: CitiFinancial, Inc.
Trustee: Fidelity National Title
Amount: $10,776.32
Recorded: November 27, 2006
Recording No.: 200627071

- END OF EXCEPTIONS -

NOTE: An application to Exempt Mobile Home from Registration and Titling was recorded May 22, 2003, 200312062 of Yamhill County Official Records.

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: We find no judgments or United States Internal Revenue liens against Jeremy Proffitt.

NOTE: Taxes for the year 2006-2007 PAID IN FULL
Tax Amount: $1,474.11
Map No.: R8422BC-1524
Property ID: 520909
Tax Code No.: 11.0

Situs Address as disclosed on Yamhill County Tax Roll:

513 Madsen Loop, Carlton, OR 97111

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

RECORDING INFORMATION

Filing Address: Yamhill County
535 NE Fifth Street
McMinnville, OR 97128

Recording Fees: $26.00 for the first page
$ 5.00 for each additional page

cc: Jeremy Proffitt
cc: Residential Acceptance Network
268 W 400 S, Salt Lake City, UT 84101-1831
THIS DEED OF TRUST ("Security Instrument") is made on APRIL 11, 2011.
The Grantor is TAMMY S. XENWORTHY, A SINGLE PERSON.

("Borrower"). The trustee is FIDELITY NATIONAL TITLE INS CO, 10540 S.E. STARK, PORTLAND, OR 97216.

("Trustee"). The beneficiary is WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and

whose address is P.O. BOX 11701, NEWARK, NJ 07101-7017

("Lender"). Borrower owes Lender the principal sum of

EIGHTY SIX THOUSAND SEVEN HUNDRED FORTY THREE AND 00/100
Dollars (U.S. $86,743.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which

provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2041.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance.
ASSIGNMENT OF DEED OF TRUST

Residential Loan Program
Oregon Housing and Community Services Department
State of Oregon

FOR VALUE RECEIVED, WELLS FARGO BANK, N.A., Assignor, assigns to the OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON, 725 Summer Street NE, Suite B, Salem, Oregon, 97301 all its beneficial interest in the property described in that Deed of Trust dated APRIL 12, 2011, executed by TAMMY KENWORTHY, Grantor, to FIDELITY NATIONAL TITLE, Trustee, recorded APRIL 12, 2011 in book/reel 2011049565 page 4 of the Mortgage Records of YAMHILL County, Oregon, including the promissory note described in the Deed of Trust.

Date: 4/12/11

WELLS FARGO BANK, N.A.
Approved Lender Name

By: Susan Nolan De Rugter
Authorized Signature

Name: Susan Nolan De Rugter

State of ARIZONA
County of Maricopa SS

On 4-12-11 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Susan Nolan De Rugter, who being sworn stated that he/she is the AVP Loan Documentation of assignor corporation and that he/she certifies that this assignment was voluntarily signed on behalf of the assignor corporation by authority of its board of Directors.

WITNESS MY HAND AND OFFICIAL SEAL

JOYCE DYE
Notary Public, State of Arizona
Maricopa County
My Commission expires March 15, 2015

After recording return to:

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

2011049565
$41.00

04/15/2011 09:16:10 AM
DMR-RSSDMR Cnt=1 Stn=2 ANITA
$5.00 $10.00 $11.00 $15.00

Revised (01/2008)
## YAMHILL COUNTY
### STATEMENT OF ACCOUNT

**PIN#: R3422BC 01524**  
**ACCOUNT: 001**  
**ACCOUNT: 520909**  
**INT/DISC TO: 09152014 09/15/2014**

<table>
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<th>YEAR</th>
<th>LEVIED TAX</th>
<th>UNPAID TAX</th>
<th>FEE(S)</th>
<th>INT/DISC</th>
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<th>AMOUNT DUE</th>
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<tr>
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<tr>
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<td>2007</td>
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**TOTAL DUE:**

**SI: 513 MADSEN LP**

**TXBL: 94470+**

**PEN: M#: 14136**

**DQTX: LEVY CODES: 11.0**

**LEGAL: LOT 20 TRASK MEADOWS = 005013 SQ FT**

--- ACTIONS ---
TRASK MEADOWS
A subdivision in the SW 1/4 Section 22, T. 3 S., R. 4 W., W.M.,
Peter Smith D.L.C. No. 64, City of Carlton, Yamhill County, Oregon

Date: 19 Dec. 2001

Curve Table

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Curve Detail Lots 10-14
Curve Detail Lots 15 & 18
Curve Detail Lot 18

APPROVALS:

SURVEYOR'S CERTIFICATE

L. Matti Dinkels, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as TRASK ESTATES, the boundary of which is described as follows:

Parcel 1 of Yamhill County Partition Plt. No. 52-75 recorded October 12, 1992.

MATTI DINKELS
Registered Professional Land Surveyor

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT GEORGE W. JOHNSTON and MARY J. JOHNSTON are the owners of the lands represented on the attached map and more particularly described in the Surveys Certificate and have caused said lands to be subdivided into lots and easements as shown on the attached map of TRASK MEADOWS and do hereby dedicate the tract "C" to the City of Carlton, for street purposes and public and private utilities, and the easements for the purposes shown, forever.

Pursuant to O.S.S. 92.005. Taxes have been paid on bond posted to the date: 6-30-2002

Yamhill County Tax Collector

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