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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WEST WIND COUNTRY ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST WIND COUNTRY ESTATES ("Declaration") is made this 5th day of November,
2007, by Westwind Country Developments, LLC, an Oregon limited liability company, as the
"Declarant".

WHEREAS, the Declarant controls all that certain real property and improvements
thereon located in the County of Yamhill, State of Oregon, described in Exhibit A, incorporated
herein by reference, and also referred to as West Wind Country Estates on the Plat previously
recorded as set forth in Article 1.19 below (the "Plat").

WHEREAS, Declarant intends to develop the Property as a Class I planned development
subject to the provisions of the Oregon Planned Community Act, ORS 94.550 to 94.783, and to
establish the planned community project of West Wind Country Estates, Declarant desires to
impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and
liens on the Property under a comprehensive general plan of improvement and development for
the benefit of all of the Owners, the Lots and Common Elements within the Property.

WHEREAS, Declarant has deemed it desirable for the preservation of the values and
amenities within the Property to create a Homeowners Association, to which will be delegated
and assigned the powers and authority to own, maintain, and administer the Association and the
Common Elements and facilities, and administer and enforce the covenants, conditions, and
restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter
created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred,
sold, conveyed and occupied subject to the following covenants, conditions, restrictions,
easements, charges and liens, or as noted herein, which shall run with the land and shall be
binding upon all parties having or acquiring any right, title or interest in the Property or any part
thereof and shall inure to the benefit of the Association and of each Lot Owner.
Article 1
DEFINITIONS

1.1 "Architectural Review Committee" or "ARC" shall mean the Declarant until the Turnover Meeting and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.

1.2 "Articles" shall mean the Articles of Incorporation for the non-profit corporation, West Wind Country Estates Homeowners Association, Inc., or such similar name approved by and which have been or shall be filed by Declarant with the Oregon Secretary of State on or prior to conveyance of the first Lot to an Owner other than Declarant.

1.3 "Association" shall mean and refer to West Wind Country Estates Homeowners Association, Inc., its successors and assigns.

1.4 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, which have been or shall be recorded by Declarant on or prior to conveyance of the first Lot to an Owner other than Declarant as required by Oregon law.

1.6 "West Wind Country Estates" shall mean the real property described on the recorded Plat for the Property, as well as any annexations of additional lands.

1.7 "Common Elements" shall mean and refer to any improvements, which are intended to be devoted to the common use and enjoyment of the Members of the Association, and areas outlined herein as the maintenance responsibility of the Association, including the Detention Pond.

1.8 "Declarant" shall mean and refer to Westwind Country Developments, LLC, its successors or assigns, or any successor or assign to all the remainder of its interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.

1.9 "Detention Pond" shall mean the detention pond located on Tract A behind Lots 7 and 8.

1.10 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for the Property.

1.11 "General Common Expenses" shall mean those Common Elements expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words "Common Expenses" as used in this Declaration.
1.12 “General Plan of Development” shall mean the Declarant’s general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

1.13 “Home” shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.14 “Lot” shall mean and refer to any plot of land indicated upon the recorded Plat of the Property or any part thereof creating individual Home sites, including any annexations to the Plat. “Lot” does not include Common Elements or areas deeded to a government authority or utility.

1.15 “Lot Easement Area” shall mean and refer to those portions of any Lot subject to any easement benefiting the Association.

1.16 “Members” shall mean and refer to the Owners of Lots within the Property who are Members of the Association.

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

1.18 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.19 “Plat” shall mean and refer to the Plat of West Wind Country Estates recorded in Yamhill County Records as Instrument No. 2007-24085, and any annexations to the original Plat.

1.20 “Property” shall mean and refer to all real property described on the Plat, and any annexations of additional property, including but not limited to all property included in Phase II as described herein, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

1.21 “Rules and Regulations” shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the ARC and as may be from time to time amended by the Board and/or ARC.

1.22 “Turnover Meeting” shall be the meeting called by the Declarant to turn over control of the Association to the Class A members, as hereinafter defined.

Article 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Yamhill, Oregon, in that certain Plat entitled West Wind Country Estates filed in the plat records of Yamhill County, Oregon, more particularly described as Lots 1 through 50, of West Wind Country Estates.
2.2 The Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that the Property will be developed in phases. Phase I of the development shall be Lots 1-50 and Declarant currently anticipates that Phase II will consist of Lots 51-70. Declarant currently anticipates that there will be a total of approximately 70 Lots in the subdivision when Phase II is complete, including the Lots on the Plat.

2.2.1 Eligible Property. There is no limitation on the number of Lots which Declarant may annex to the Property, or the right of Declarant to annex common property or construct additional homes on the Property, except as may be established by applicable ordinances, agreements, or land use approvals.

2.2.2 Consent or Joinder Not Required. No consent or joinder of any Class A member as defined in this Declaration or other party except the record Owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Article.

2.2.3 Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the Owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

2.2.3.1 establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

2.2.3.2 with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or

2.2.3.3 contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Article, in any Declaration of Annexation the Declarant may, but shall not be obligated to, establish different types of Lots and have particular rights and obligations pertain to different types of Lots, establish easements particular to different Lots, establish assessments that pertain only to certain types of Lots, establish maintenance obligations of the Association or of Owners that vary in accordance with different types of Lots or different tracts of commonly owned land, establish insurance and casualty provisions that relate to certain types of Lots and not others, and establish limited Common Elements that benefit particular Lots to the exclusions of other Lots and provisions particular to such limited Common Elements.

DECLARATION FOR WEST WIND COUNTRY ESTATES

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2.2.4 Voting Rights; Allocation of Assessments. Upon annexation, additional lots so annexed shall be entitled to voting rights and shall be responsible for payments or assessments as required for that fiscal year. At the beginning of the next fiscal year, assessments shall be reallocated and reapportioned equally based on the total number of lots following such annexations.

2.2.5 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no Owner of property excluded from the Association shall have any right to have such property annexed thereto.

2.2.6 Potable Water. Potable water will be provided to the Property via wells located on adjacent land. Declarant currently plans to develop a community water system on the Property in accordance with the requirements of Oregon law.

2.2.7 Irrigation Water. Declarant currently intends to provide irrigation water to the Property via water rights acquired from either neighboring properties or Baker Creek.

Article 3
OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Elements shall be appurtenant to the Lot owned by the Owner. Any conveyance of any Lot shall automatically transfer the right to use the Common Elements without the necessity of express reference in the instrument of conveyance. The Lots described in this Article are subject to the easements granted and reserved in this Declaration and indicated on the Plat. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2 Ownership of Lots. Title to each Lot within the Property shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of the ARC, and of the Declarant so long as Declarant owns any Lot.

3.3 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3.1 Easements on Plat. The Lots are subject to the easements and rights of way, if any, shown on, or noted, on the Plat or recorded in the Yamhill County Records.

3.3.2 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the portion of Lots containing any Common Elements in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across such portion of Lots.
containing any Common Elements for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. The easement shall be used by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his/her family, tenants, guests or invitees. Further, the Declarant reserves the right to install and maintain landscape improvements and hereby reserves a landscape maintenance easement on any Lot(s) as Declarant deems necessary for sales and marketing purposes. Declarant is not obligated to provide any landscaping in said areas noted in this Article.

3.3.3 Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

3.3.4 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

3.3.4.1 Entry Feature and Monument. The Declarant grants to the Association an easement for maintenance, upkeep, repair and replacement of any improvements including but not limited to drainage systems, landscape, utilities, irrigation and fencing within the boundaries of the easement area for the entry feature and monument and associated landscaping on Lots 1, 36, 37 and 38 and in the roadway at the entrance to the Property. The aforementioned easement area is subject to the easements and rights of way as shown on the Plat, if applicable. The Association's obligation to maintain such easement area within Lot 38 shall terminate when Lot 38 is conveyed to an Owner for commercial development. The Association shall provide and pay for such maintenance, repair and replacement.

3.3.4.2 Common Elements; Lot Easement Areas. Declarant grants to the Association an easement for maintenance, upkeep, repair and replacement of any Declarant installed improvements including, but not limited to landscape, fencing, irrigation, paving, curbs, and related improvements. Except as otherwise provided in this Declaration, the Association shall pay for such maintenance, upkeep and replacement.

3.3.4.3 Detention Pond. Declarant grants to the Association, an easement over the Detention Pond area on Tract A located behind Lots 7 and 8 for the maintenance, upkeep, repair, replacement and inspection of the Detention Pond.
The Association shall provide and pay for such maintenance, repair, replacement and inspection.

3.3.4.4 Emergency Access Road. Declarant grants to the Association, an easement over the emergency fire access road, as indicated on the Plat, for the maintenance, repair, replacement and inspection of such emergency fire access road. Except as otherwise provided in this Declaration, the Association shall provide and pay for such maintenance, repair, replacement and inspection.

3.3.4.5 Internal Roadways. Declarant grants to the Association, an easement over the public roads on the Property for the maintenance, repair and replacement of such roads and an easement under such road for maintenance, repair and replacement of the stormwater system located beneath such roads. Except as otherwise provided in this Declaration, the Association shall provide and pay for such maintenance, repair, replacement and inspection.

3.3.4.6 Lot 8. Declarant grants to the Association a thirty (30) foot wide easement over the west area of Lot 8 (as shown on the Plat) for access to the Detention Pond for the maintenance, repair and inspection of the Detention Pond. Declarant grants to the Association a twenty (20) foot wide easement along the east portion of Lot 8 for stormwater run-off. The Association shall be responsible for and pay for the maintenance and repair of such easement areas.

3.3.4.7 Street Lighting. Declarant grants to the Association, an easement over those portions of the Property necessary for the maintenance, repair and replacement of the street lighting system on the Property. The Association shall provide and pay for such maintenance, repair and replacement.

3.3.5 Easement to Governmental Entities. Declarant hereby grants a non-exclusive easement over the perimeter portion of all Lots and over the Detention Pond area and any other easement areas of record to all governmental and quasi-governmental entities, agencies, utilities, and their agents for the purposes of performing their duties within the Property.

3.3.6 Maintenance Obligations/Owner Restrictions. Except as otherwise provided in this Declaration, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area in a condition acceptable by the Board and shall hold the Association harmless from any such costs.

3.3.7 Sanitary Easement. Declarant grants to the Owners of Lots 8, 15, 16, 17 and 18 an eleven (11) foot wide sanitary sewer easement over and across: (i) the northern border of Lots 12, 13 and 14 (inside and adjacent to the ten (10) foot wide public utility easement) as shown on the Plat; and (ii) the western border of Lots 15, 16 and 17 as shown on the Plat, for the installation, maintenance, repair and replacement of a private sanitary sewer line to benefit Lots 8, 15, 16, 17 and 18. Such easement shall automatically terminate when all such Lots have fully-installed, operational and self-sufficient septic systems.

3.3.8 Drainfield Easement. Declarant grants to the Owners of Lots 8, 15, 16, 17 and 18 an easement, as shown on the Plat, for access to and the maintenance, upkeep, repair and

DECLARATION FOR WEST WIND COUNTRY ESTATES
replacement of a sanitary drainfield. Such easement shall terminate when all such Lots have fully-installed, operational and self-sufficient septic systems.

3.3.9 Irrigation Easement. Declarant grants to the Association an easement for the maintenance, upkeep, repair and replacement of the irrigation system on the Property. The Association shall provide for and pay the costs of such maintenance, upkeep, repair and replacement.

Article 4
LOTS AND HOMES

4.1 Residential Use. With the exception of Lots 36, 37 and 38, and low impact farm use on lots one (1) acre or larger, Lots shall be used for residential purposes only, provided, however, that an Owner may use his or her Home for a home-based business so long as such use does not involve regular daily appearances of employees, business vendors or customers of any kind (with the exception of normal residential home services) or regular business activities that disturb the tranquility of neighboring Lots, and so long as such use does not constitute a nuisance and/or impair or negatively impact the residential viability or the residential character of West Wind Country Estates. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot unless within the Home. Nothing in this Article 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, to use any residence as a sales office or model home for purposes of sales, and to maintain on site a temporary construction office or trailer, and (c) the right of the Owner of a Lot to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The Board of Directors shall not approve commercial activities otherwise prohibited by this Article 4.1 unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

Low impact farming is encouraged and permitted on Lots one (1) acre or larger; provided, however in no event may any such farming disturb the tranquility of the neighborhood, constitute a nuisance or involve the use of poultry or livestock.

Notwithstanding the foregoing, Lot 8 may be dedicated as common area open space by the Declarant at any time prior to turnover, or if after turnover, Lot 8 may be purchased by the Association and dedicated as open space upon approval of at least seventy-five percent (75%) of the Owners.

4.2 Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot, unless the approval by the ARC is first obtained pursuant to Article 6 and such construction complies
with the applicable provisions of this Declaration and the Bylaws. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, storage shelters, swimming pools, spas, landscaping (trees planted if that tree’s mature height is reasonably expected to exceed sixteen (16) feet), greenhouses, patios, fencing, basketball hoops, or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location, and visual compatibility and finish grade elevations. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3 Design Guidelines. The following restrictions are minimum standards applicable to all Lots with the exception of Lots 36, 37 and 38:

4.3.1 Home Requirements.

4.3.1.1 Height. No Home shall exceed two (2) stories, excluding basement and/or garage levels, in height above the ground.

4.3.1.2 Square Footage. All Homes shall meet the following square footage requirements, excluding garages and carports, as applicable: Lots of one (1) acre or more shall contain Homes with a minimum of 3,000 square feet if single-level above grade or a 2,400 square foot footprint if multi-level above grade; Lots of less then one (1) acre shall contain Homes with a minimum of 2,200 square feet if single-level above grade or a 1,900 square foot footprint if multi-level above grade. All square footage requirements are exclusive of basements, open porches and garages.

4.3.1.3 Garages and Carports. Garages may be used as a sales office by Declarant, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. Garages shall be a minimum of a two (2) car garage and shall compliment the architecture, color and finishes of the associated Home, whether attached or not. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door. No carports shall be permitted.

4.3.1.4 Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type security door or window security, such approval shall encourage or require a single style for all Homes so they will maintain a uniform and aesthetic appearance.
4.3.1.5 Exterior. The exterior of all Homes and any other associated structures shall be covered with associated material specifically approved for use on said dwelling by the ARC. Plywood, T-111 and other similar type panel siding shall not be permitted. The roof color and material of the Home and all associated structures shall be approved for use on said dwelling by the ARC. All roofs shall be at least fifty (50) year roofs. All eves shall be a minimum of two (2) feet. All Homes shall have closed soffets. No paint or finish shall be applied to all or any part of the exterior of any Home or associated structure without the prior approval of the ARC and after the ARC has received an accurate sample.

4.3.1.6 Mobile Homes, Manufactured Homes or Prefabricated Homes. No mobile home, manufactured home or prefabricated home shall be brought on any Lot or used as a temporary or permanent residence thereon. Temporary buildings, structures or storage units may be placed or erected on a Lot only to facilitate the construction of improvements thereon, and shall be removed or demolished within thirty (30) days following the completion of construction of the improvements.

4.3.1.7 Setbacks. The following are the Minimum Building Setback requirements for those Lots within West Wind Country Estates that are platted for development with single family dwellings; said Minimum Setbacks are categorized by Lot size.

**FRONT:**
- 60 feet for Lots that are at least 199 feet deep.
- 45 feet for Lots that are greater than 149 feet, but less than 199 feet deep.
- 30 feet for Lots that are less than 149 feet deep.

**SIDE:**
- 40 feet for Lots that are at least 199 feet wide.
- 30 feet for Lots that are at least 139 feet wide but less than 199 feet wide.
- 20 feet for Lots that are less than 139 feet wide.

**BACK:**
- 45 feet for Lots that are more than 199 feet deep.
- 30 feet for Lots that are less than 199 feet deep.

4.3.1.8 Utilities. All permanent electrical and other transmission and utility lines are to be installed underground to the extent possible.

4.3.2 Other Structures. No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC. All such structures shall be located in the side or back of the Lots, not visible from the street.
No detached buildings shall be used as additional living space and none shall contain any plumbing. Permanent outbuildings and play structures shall be of a similar design to the house and constructed of materials whose roofing, siding color, style and finish matches that of the exterior material of the house. Greenhouses shall be kept clean and well maintained at all times. On all Lots, accessory structures shall be a minimum of 64 square feet.

4.4 Completion of Construction. Work on all Buildings and other structures which are built, constructed, erected or placed on any residential Lot shall in each case be commenced within six (6) months after the date on which the initial purchaser of said Lot closed the purchase of the same from Declarant. The construction or reconstruction of any building on any Lot, including painting and all exterior finish, shall be completed within twelve (12) months after the commencement of such work, so as to present a finished appearance when viewed from any angle. In the event of undue hardship, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. All provisions of this Article 4 shall exclude any construction by the Declarant.

No home shall be occupied for residential purposes on a temporary or permanent basis until such construction work thereon has been substantially completed and an occupancy permit has been issued by the appropriate building official.

4.5 Improvements and Landscaping. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any improvements and landscaping associated with any maintenance easement held by the Association as described in Article 3.3.4, above. Maintenance of all landscaping on Lots, including street trees and/or street frontage landscaping is the Owner’s sole responsibility. All landscaping and improvements on any Lot shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. Maintenance of landscape areas shall include, but not be limited to watering, weeding, pruning, fertilization, mowing and other forms of maintenance. All Lots shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be watered, fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

4.5.1 Landscape installation on Lots by Owners is subject to approval by the ARC. Front and rear landscape on all Lots shall be completed no later than twelve (12) months after occupancy.

4.5.2 All landscaping on Lots shall be maintained by Owners in good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance. If Owner fails to maintain or repair Owner maintained areas, Declarant or the Board of Directors reserves the right to cause such maintenance and/or repair to be performed on behalf of Owner subject to Article 4.21.

4.5.3 Declarant reserves the right to install and maintain landscape improvements on any Lot(s) or the Detention Pond area described in Article 3.3.4.3 above.
4.6 **Rental of Homes.** No Owner may rent or lease his/her residence without prior written approval from the Board. The Board may not approve the lease of an Owner’s residence unless such lease is for a period of at least thirty (30) days, is in writing, and the Board determines that there are extenuating circumstances warranting a lease of such Owner’s residence. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Rules and Regulations, Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the Rules and Regulations, the Board may require the Owner to terminate such lease or rental arrangement.

4.7 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. Owners shall be responsible for cleaning up after their pets. An Owner may be required to remove a pet from the property upon the receipt of the third notice in writing from the Association Board of Directors of violation of any rule, regulation or restriction governing pets within the Property. A “reasonable number of domestic household pets” and the definition of “domestic household pets” shall be subject to rules adopted and approved by the Board in its sole discretion. Kennels constructed on Lots must be located in the back or side yards of the Lots, and may not be visible from the streets. All kennels are subject to the setback requirements of Article 4.3.1.7.

4.8 **Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Lot or the Detention Pond area, nor shall anything be done or placed on any Lot or the Detention Pond area or other Common Elements, nor shall anything be done or placed on any Lot or the Detention Pond area or other Common Elements which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9 **Limits on Vehicles.** No campers, boats, boat trailers, recreational vehicles, commercial vehicles, or other types of non-passerger vehicles, equipment, implements, or accessories shall be kept or stored on any Lot except (i) with the Board’s approval, or (ii) if fully enclosed within the garage located on such Lot and/or said vehicles and accessories are in an operable condition and are screened from view by a screening structure or fencing approved by the Board. No vehicle shall be parked on any Lot except in the garage or driveway. No commercial vehicle bearing commercial insignia or names shall be kept or stored on any Lot unless approval of the Board is granted; provided that commercial vehicles bearing commercial insignia or names that are (i) temporarily parked on any Lot for the sole purpose of serving such Lot, or (ii) kept within an Owner’s garage at all times are exempt from this restriction. The Board shall not unreasonably withhold consent to keep a commercial vehicle bearing insignia or names where such vehicle is driven by an Owner pursuant to Owner’s primary job. The Board shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view or otherwise complies with such

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conditions. Upon an adverse determination by said Board, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this Article 4.9. No disabled vehicles, campers, boats, boat trailers, recreational vehicles, recreational trailers, or other types of non-passerger vehicles equipment, implements, or accessories may be kept or stored on any street within the Property for any period in excess of forty-eight (48) hours. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in the streets within the Property, or in any driveway or yard adjacent to a street, or that is not screened from view to the satisfaction of the Board.

4.10 **Vehicles in Disrepair.** No Owner shall permit any vehicle, which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Property within West Wind Country Estates for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an “extreme state of disrepair” when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him/her by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner. All oil or grease on roadways and/or driveways shall be cleaned up immediately by Owner.

4.11 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one “For Sale” sign placed by the Owner, Declarant or by a licensed real estate agent of reasonable proportions may be temporarily displayed on any Lot, subject to the provisions of Article 9.2 below. The restrictions contained in this Article 4.11 shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or its contractors provided, however, that such political signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after such election. No signs of any kind, other than Declarant’s marketing signs or any Association signs for the common good of the Community, which have been previously approved by the Board of Directors, will be allowed on Common Elements.

4.12 **Rubbish and Trash.** No part of any Lot, the Detention Pond area or any adjacent land shall be used as a dumping ground for trash, rubbish or yard debris of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard debris, dirt and other material resulting from landscaping work shall not be dumped onto streets, sidewalks, the Detention Pond area, any adjacent land, or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard debris or any such materials from any Lot, any adjacent land, any roadways, sidewalks or the Detention Pond area where deposited by him/her within five (5) days following the date on which notice is mailed to him/her by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within 12 hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

4.13 **Dumping.** Dumping or disposal of chemicals, cleaning products, motor oil or any other hazardous materials or substances anywhere on the Property is prohibited. No Owner shall
allow any such product or substance to drain into the streets, sidewalks or drains on the Property and shall properly dispose of all such products or substances in accordance with applicable law.

4.14 Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on an Owner’s Lot will be Owner’s maintenance responsibility. All fences that are Owner’s responsibility are to be maintained in a condition acceptable to the Board and ARC. Fences along the perimeter boundaries of the Plat, initially constructed by Declaratant, if any, will be maintained by the Association. All side yard fencing shall maintain a five (5) foot setback from the front of the house. Further, no fencing will be allowed in the front yard. All fence materials, designs, and colors are subject to prior approval of the ARC. In the event Declaratant constructs fencing on the Property or any Lot, all adjoining fencing constructed by Owners must match the Declaratant installed fencing in design, height and color. No chain link fencing is permitted on any Lot line within the Property. The Declaratant is not subject to the provisions of this Article in the construction and/or installation of fencing on the Property.

4.15 Service Facilities; Utilities. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Home. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot at their sole expense, or by all Owners individually or collectively, as may be applicable. The Association is not responsible for the maintenance of any utility, cable TV, or phone services or facilities. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Homes.

4.16 Antennas and Satellite Dishes. No Owner may erect or maintain a television or radio receiving or transmitting antenna, or similar implement or apparatus or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC.

Exterior satellite dishes with a surface diameter of eighteen (18) inches or less shall be placed in the back yard of a Lot, subject to ARC approval, whenever possible and in the least noticeable location as possible. If such placement is not reasonably possible, the ARC may approve a different location subject to the guidelines in this Article. The ARC, as designated in this Declaration, shall have the absolute authority to determine whether the placement of the satellite dish fits these standards. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission (“FCC”) or any other applicable governmental authority.

4.17 Solar Collectors. No Owner may erect or maintain solar collectors or panels, or similar equipment, without the prior written consent of the ARC. The ARC may promulgate rules regarding the size and location of solar collectors and panels.

4.18 Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other
than security and fire alarms. However, false alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

4.19 Grades, Walls, Slopes, and Drainage. There shall be no modification to and/or interference with the established grading and/or drainage patterns, walls or other systems over or through any Lot or Common Elements on the Property, unless properly engineered and permitted by the County, if required, and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and/or drainage patterns may not affect other Lots, Common Elements and/or real property on or outside of the Property. The term “established grading and/or drainage patterns” shall mean any Declarant installed walls, grading, drainage systems, conduits, inlets and outlets, designed and constructed on the Property. Retaining wall or fence locations shall not constitute evidence of the intended location of a Lot line, nor provide grounds for any claim of adverse possession. Except as otherwise provided in this Declaration, each Lot Owner shall be responsible for all costs to repair and maintain any portion of a retaining wall, if any, located within the boundaries of each respective Lot line. The Association shall pay for and maintain any walls located within the boundaries of the Detention Pond area. No Owner shall take any action to add, construct or place any improvement on the Lot so that it may, in the judgment of the ARC result in a disturbance of, weakening of, or damage to any retaining walls or existing fencing; increase any engineered load or alter design criteria; or cause damage to any structure or improvement of any kind or to surrounding properties.

4.20 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes, and the provisions of Article 6 are to be complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter. In the event the Owner fails to commence such work within the six (6)-month period, the Association shall have the right, but not the obligation, to commence such work on behalf of, and for the sole account of, Owner.

4.21 Owner’s Maintenance Obligations. Each Owner shall maintain his/her Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, fertilized, property cultivated and free of trash, weeds and other unsightly materials. The provisions of this Article include all areas on Lots, except as provided in Article 4.5 above.

4.22 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair which he/she is obligated to perform pursuant to this Declaration for
buildings or landscaping, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of the Property, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. Such right of maintenance shall include, but not be limited to, buildings, street trees and front and side yard landscape. All maintenance and/or repairs performed on behalf of Lot Owners shall be at the Owner’s sole expense and shall be charged to the Owner as an assessment.

4.23 Association Rules and Regulations. The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Elements, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

4.24 City and County Ordinances and Regulations. The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of Yamhill County are more restrictive or provide for a higher or different standard, the ordinances and regulations of Yamhill County, or any jurisdiction the Property may be annexed into, shall prevail.

4.25 Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws and Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

4.26 Security. The Association is not responsible for security of the neighborhood or any Homes. The Owners are exclusively responsible for security of their Home and Property.

4.27 Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of a permanent nature shall not be placed on any Lot between the street right-of-way and the front of a Home; placement of these facilities in a permanent nature elsewhere on the Lot shall be approved by the ARC pursuant to Article 6. Temporary facilities including outdoor athletic and recreational facilities such as basketball goals may be placed on any Lot between the street and front of a Home, utilized and removed from view from the street during the course of the same day. Temporary facilities including outdoor athletic and recreational facilities such as basketball goals, hockey goals, etc., shall not be placed within any street on the Property.
Article 5
COMMON ELEMENTS

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

5.2 Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair, replacement and upkeep of the Common Elements, including, but not limited to, all drainage systems, landscaping, irrigation systems, lighting, fencing, pathways and other improvements that may be included in the Common Elements. The Association shall keep the Common Elements and any improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Elements in first class condition. All landscaping and improvements on any Lot or the Detention Pond area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. All Lots and the Detention Pond area shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

5.3 Alterations to Common Elements. Only the Declarant or the Association may construct, reconstruct or alter the Common Elements or any improvement on the Detention Pond area. The Declarant does not choose to limit its rights to add to or improve the Common Elements and nothing in this Declaration shall be deemed to require Declarant to add to, build any improvement on, or increase the Common Elements, including the Detention Pond area. After all Lots have been conveyed to Owners other than the Declarant or a Declarant assignee, the Association may construct, reconstruct, or alter any improvement situated upon the Detention Pond area so long as such project is in compliance with this Declaration, the Bylaws and any applicable local, state or federal laws. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws, the Declaration, and any applicable local, state or federal laws.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. As provided in Article 10.7, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of the Common Elements or any improvement for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.
5.5 **Condemnation of Common Elements.** If all or any portion of the Detention Pond area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.6 **Damage or Destruction of Common Elements.** In the event any Common Elements are damaged or destroyed by an Owner or any of his/her Occupants, guests, tenants, licensees, agents or members of his/her family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage. If the damage may be covered by insurance maintained by the Association, the Association shall submit an appropriate claim. Any deductible amount shall be paid by the responsible Owner.

5.7 **Power of Association to Sell, Dedicate or Transfer Common Elements.** As provided in ORS 94.665, the Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Detention Pond area so long as such action is in compliance with the provisions. Except for grants of easements to any governmental body or agency or granted for utility-related purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by the eighty percent (80%) of the votes of both Class A and Class B members. Provided further, if there is only one class of votes, such sale, dedication, transfer, or grant of a security interest (other than a grant of an easement for utility-related purposes) must be approved by eighty percent (80%) of the votes held by Owners other than Declarant.

5.8 **Public Use of Lands.** ORS 105.672 through 105.700 exculpate owners of lands who allow the general public upon their lands for purposes of recreation, and the liability of the Declarant and the Association and its members shall be limited as provided thereby.

**Article 6**

**ARCHITECTURAL REVIEW COMMITTEE**

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

6.2 Architectural Review Committee, Appointment and Removal. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until turnover and may appoint a single person to serve as the ARC. After turnover, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. After turnover, the ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there should be no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

6.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines (“Architectural Standards”). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

6.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within forty-five (45) days of receiving all material required by it with respect to the proposal, and in any event, if no suit to enjoin the construction has been instituted prior to the start of construction, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

6.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration
such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Elements, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC’s right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Article 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC’s action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

6.9 Effective Period of Consent. The ARC’s consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner’s continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC’s determination. If the Owner does not comply with the ARC’s ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys’ fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

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6.12 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him or her.

6.13 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

Article 7
WEST WIND COUNTRY ESTATES HOMEOWNERS ASSOCIATION

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

7.2 Proxy. Each Owner may cast his vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 65.222. An Owner may not revoke a proxy given pursuant to this Article except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. The Association shall have two (2) classes of voting members.

7.3.1 Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

7.3.2 Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

7.3.2.1 The date that Lots representing eighty percent (80%) of Lots anticipated to be created and subject to this Declaration, including any anticipated
annexation of additional Lots, have been conveyed to Owners other than
Declarant ("Termination Date"); or

7.3.2.2 At such earlier time as Declarant may elect in writing to terminate
Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot
owned with respect to all matters upon which Owners are entitled to vote, and the total number
of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they
shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall
be disregarded, except for purposes of determining a quorum. The total number of votes as of
the Termination Date and thereafter shall be equal to the total number of Lots.

7.4 Procedure. All meetings of the Association, the Board of Directors, the ARC, and
Association committees shall be conducted with such rules of order as may from time to time be
adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the
chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does
not constitute a majority or approval of any motion or resolution.

Article 8
DECLARANT CONTROL

8.1 Interim Board and Officers. The Declarant hereby reserves administrative control
of the Association. The Declarant, in its sole discretion, shall have the right to appoint and
remove members of the Interim Board of Directors, which shall manage the affairs of the
Association and which shall be vested with all powers and rights of the Board of Directors. The
Interim Board shall consist of from one to three members. Notwithstanding the provision of this
Article, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected
by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all
of the members of the Board.

8.2 Transitional Advisory Committee. The Declarant shall, not later than the sixtieth
(60th) day after the Declarant conveys fifty percent (50%) or more of the Lots to Owners other
than a Successor Declarant, form a Transitional Advisory Committee of three (3) or more
members. The Declarant shall select no more than one (1) member of such Committee. The
purpose of the Transitional Advisory Committee shall be to provide for the transition from
administrative responsibility by the Declarant to the administrative responsibility by the
Association and the Committee shall have reasonable access to all information and
documentation required to be turned over to the Association at the Turnover Meeting. If the
Declarant fails to call for a meeting to select the Transitional Advisory Committee, an Owner
may do so. Should the Owners fail to select members to serve on the Transitional Advisory
Committee, the Declarant shall have no further obligation to form the Committee. In no event
shall a Transitional Advisory Committee be formed once the Turnover Meeting has been held.
8.3 **Turnover Meeting.** The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Class A members within ninety (90) days of the earlier of:

8.3.1 **Upon Sale of Lots.** The date that Lots representing eighty percent (80%) of Lots subject to this Declaration, plus any recorded annexation of additional Lots, have been conveyed to persons other than the Declarant; or

8.3.2 **Declarant's Earlier Election.** At such earlier time as Declarant may elect in writing to terminate Class B membership.

The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Article, any Owner may do so. At the Turnover Meeting, Declarant shall turn over to the Association, and the Association shall accept, all responsibility for administration of the Association. Declarant shall, at such meeting, provide all documentation and records related to the administration of the business as provided by law.

8.4 **Board of Directors.** At and following turnover, the Board of Directors of the Association shall be comprised of three (3) directors. The directors will be elected by a plurality of the total membership of the Association. In the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of the Bylaws through appointment by the Board of Directors. Terms of office shall be staggered such that in the first election at the Turnover Meeting, as described in the Bylaws, one (1) Director shall serve a term of three (3) years, one (1) for two (2) years and one (1) for one (1) year. At all subsequent Annual Meetings, the term of office for elected Directors will be one (1) year.

**Article 9**

**DECLARANT'S SPECIAL RIGHTS**

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

9.2 **Marketing Rights.** Declarant shall have the right to maintain a construction trailer, sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the construction trailer, sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of “For Sale” signs at reasonable locations of the Property.

9.3 **Declarant's Easements.** The Declarant has reserved easements over the Property as more fully described in Article 3.3 hereof.
9.4 Appearance and Design of the Property. Declarant shall not be prevented from changing the appearance of the Common Elements, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtains governmental consents required by law. The construction and material standards of Article 4 notwithstanding, Declarant may change exterior and/or interior designs of Homes and Lots from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.

9.5 Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

Article 10
Funds and Assessments

10.1 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Elements including the Detention Pond area, including administrative costs and insurance for the Association. No individual structure insurance will be provided by the Association.

10.2 Covenants to Pay. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 10.

10.2.1 Funds Held. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Property as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner’s interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

10.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to an Owner other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to an Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Annual Assessments will be levied on a quarterly basis unless otherwise approved by the Board.

10.4.1 Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing; (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for
replacement or major repair of the Common Elements and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Elements; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Elements. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner’s Lot, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the fiscal year.

10.4.2 Allocation of Assessments. The total amount in the General Association budget shall be charged equally against all Lots which have closed escrow to an Owner other than the Declarant or a Declarant assignee as annual assessments. Any profits of the Association shall be similarly allocated.

10.4.3 Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

10.5 Reserve Funds.

10.5.1 Reserve Fund for Replacing Common Elements. The Declarant, on behalf of the Association, shall establish a reserve fund in the name of the Association to fund major maintenance, repair or replacement of any Common Elements and completed improvements located in, on, or under the Detention Pond area or Lots for which the Association is responsible pursuant to this Declaration, that will normally require major maintenance, repair or replacement in more than one (1) and less than thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund, general budget or other funds or accounts of the Association, or for which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the reserve fund, the Declarant initially, and thereafter the Association shall impose an assessment to be called the “Reserve Fund Assessment” against each Lot, which assessment shall be spread equally over the Lots. The Reserve Fund Assessment may be based on a reserve study, and updates thereof, described in Article 10.5.2, or other sources of reliable information. Nothing herein shall limit the authority of the Declarant or the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund or that relate only to a particular type or category of Lot. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Article.

Required Reserve Fund Assessments for completed improvements shall begin accruing from the date the first Lot is conveyed from the Declarant to an Owner other than Declarant assignee. Declarant may elect to defer payment of the Reserve Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such
payment beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, beyond the date the Owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from the Declarant for all Reserve Fund Assessments.

After the Turnover Meeting or at such time as the Owners have assumed responsibility for administration of the Association, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for any other reserve items that the Board, in its discretion, may deem appropriate during a fiscal year. In addition, after the second anniversary of the Turnover Meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a seventy-five percent (75%) vote of the Owners.

Any funds established for any of the purposes mentioned in this Article shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

**10.5.2 Reserve Study.** To the extent that there are any Common Elements which would generally require a Reserve Fund under Article 10.5.1 above, the Declarant initially, and thereafter the Board of Directors shall on behalf of the Association annually conduct a reserve study, or review and update an existing study, of the Common Elements improvements and/or components to determine the requirements of the reserve fund described in Article 10.5.1 above. The reserve study shall include (i) identification of all items for which reserves are required to be established; (ii) the estimated remaining useful life of each item as of the date of the reserve study; (iii) the estimated cost of maintenance, repair, or replacement of all property for which the Association has maintenance, repair or replacement responsibility; and (iv) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

**10.6 Maintenance Plan.** The Declarant, on behalf of the Association, shall prepare an initial maintenance plan in accordance with ORS 94.595, for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibility under this Declaration or the Bylaws. After the Turnover Meeting, or at such time as the Owners have assumed responsibility for the administration of the Association, the Board shall be responsible for reviewing and updating the maintenance plan.

**10.7 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:
10.7.1 Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

10.7.2 Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner’s obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

10.7.3 Repairs. To make repairs or renovations to the Common Elements if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

10.7.4 Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

10.7.5 Accounts.

10.7.5.1 Types of Accounts. Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Article 10.4.2 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association’s Reserve Account shall require the signatures of two (2) Directors.

10.7.5.2 Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held.

10.7.5.3 Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

10.8.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association’s lien.

10.8.2 Association Lien. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of

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Yamhill County, Oregon, against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the Association’s lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 87, except that the Association’s lien may be continued in force for a period not to exceed six (6) years from the date the assessment is due. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, and any first mortgage or deed of trust.

10.8.3 Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner’s failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Article 4.24.

10.8.4 Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, any accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.8.5 Association’s Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

Article 11
INSURANCE

11.1 Insurance By the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability insurance with respect to the Common Elements in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than one million 00/100 dollars ($1,000,000.00) per person, per occurrence, and that such policy(ies) shall
provide that the coverage there under cannot be canceled or substantially modified without at
least ten (10) days written notice to the Association. No fire and casualty coverage will be
purchased for Homes. The Association may obtain such other and further policies of insurance as
it deems advisable. The named insured on the policy may read West Wind Country Estates
Homeowners Association, Inc. Any deductible amount shall be paid equally by all Owners as an
assessment, except as specifically set forth herein.

11.2 Errors and Omissions Insurance. At the discretion of the Board, the Association
may purchase and maintain insurance on behalf of any person who is or was a Director, Officer,
employee, or agent of the Association, against any liability asserted against him or her and
incurred by him or her in any such capacity, or arising out of his/her status as such, whether or
not the Corporation would have the power to indemnify him or her against such liability under
the provisions of the Articles of Incorporation of the Association.

11.3 Insurance by Owners. Owners are required to maintain all-hazard insurance in an
amount necessary to protect the Owner’s Home.

Article 12
GENERAL PROVISIONS

12.1 Records. The Board of Directors shall preserve and maintain minutes of the
meetings of the Association, the Board and any committees. The Board of Directors shall also
keep detailed and accurate financial records including individual assessment accounts of
Owners, the balance sheet, and income and expense statements. Individual assessment accounts
shall designate the name and address of the Owner or Owners of the Lot, the amount of each
assessment as it becomes due, the amounts paid upon the account, and the balance due on the
assessments. The Board shall annually cause to be prepared and distributed to each Owner
within ninety (90) days after the end of the fiscal year, an annual financial statement consisting
of a balance sheet and income and expenses statement for the preceding fiscal year. Such
financial statement shall be reviewed by a certified public accountant within one hundred eighty
(180) days following the end of the fiscal year if the Association has annual assessments
exceeding seventy-five thousand 00/100 dollars ($75,000.00), or, if less than seventy-five
thousand 00/100 dollars ($75,000.00), if a petition requesting such review is executed by a
majority of the Owners and delivered to the Board. The minutes of the Association, the Board
and committees, and the Association’s financial records shall be reasonably available for review
and copying by the Owners. A reasonable charge may be imposed by the Association for
providing copies other than the annual copies to all Owners of the financial statements.

12.2 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/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
attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably
incurred by said person in connection with such suit, action or proceeding if he/she acted in good
faith and in a manner he/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 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/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 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 to reimbursement of such payment from such person, should it be proven at a later time that such 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 benefited from the acts which created said liability.

12.3 Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal therefor shall be entitled to recovery of reasonable attorney fees and costs.

12.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

12.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission of the planned development may be adopted as provided in Article 12.6 below. Additionally, any such rescission which affects the Common Elements shall require the prior written consent of Yamhill County. In no event, however, shall this Declaration be rescinded in violation of Oregon law then in effect.

12.6 Amendment. Except as otherwise provided in Articles 12.5, 12.9, and the restrictions set forth elsewhere herein, this Declaration may be amended in accordance with the provisions of ORS 94.590 at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes, without regard to any weighted vote otherwise allocated to the Class B member, for all Lots subject to this Declaration, of each class of members that are eligible to vote. However, prior to transfer of any Lot to an Owner other than a Successor Declarant, Declarant has the right to amend the Declaration, Bylaws and Articles of Incorporation. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the
Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act. Provided further, until the Turnover Meeting, no amendment affecting the General Plan and Development or any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns.

12.7 Release of Right of Control. The Declarant may give up its right of control in writing at any time by notice to the Association.

12.8 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

12.9 Unilateral Amendment by Declarant. The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member.

[Remainder of Page Intentionally Left Blank]
12.10 **Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governing the Association, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 5th day of **DECEMBER**, 2007.

WESTWIND COUNTRY DEVELOPMENTS, LLC, an Oregon limited liability company

By:  

John Abrams, Member  

By:  

Maralynn Abrams, Member

By:  

Maria Abrams, Member

STATE OF OREGON  
County of **Yamhill**  

This instrument was acknowledged before me on **DECEMBER 5**, 2007, by John Abrams, as Member of Westwind Country Developments, LLC.

[Official Seal]

NOTARY PUBLIC FOR OREGON
My Commission Expires: **APRIL 3, 2010**

[Acknowledgments Continued on Following Page]
STATE OF OREGON   
County of [Redacted] ss.

This instrument was acknowledged before me on December 5, 2007, by Maralynn Abrams, as Member of Westwind Country Developments, LLC.

[Notary Seal]

Keele Berry
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2010

STATE OF OREGON   
County of [Redacted] ss.

This instrument was acknowledged before me on December 5, 2007, by Malia Abrams, as Member of Westwind Country Developments, LLC.

[Notary Seal]

Keele Berry
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2010

DECLARATION FOR WEST WIND COUNTRY ESTATES
EXHIBIT A
LEGAL DESCRIPTION

As previously recorded subdivision 200724085
BYLAWS
OF
WEST WIND COUNTRY ESTATES HOMEOWNERS ASSOCIATION, INC.
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BYLAWS
OF
WEST WIND COUNTRY ESTATES HOMEOWNERS ASSOCIATION, INC.

Article 1
PLAN OF LOT OWNERSHIP; DEFINITIONS

1.1 Bylaws Applicability. These Bylaws apply to Lots and the Common Elements in West Wind Country Estates, a planned community in Yamhill County, Oregon, that has been subjected to the Declaration of Covenants, Conditions and Restrictions for West Wind Country Estates (the "Declaration"), as well as to the West Wind Country Estates Homeowners Association, Inc. (the "Association") and the entire management structure thereof.

1.2 Lots; Property. The Lots and the Common Elements may be collectively referred to in these Bylaws as the "Property" or "Project" and the Lots individually as a "Lot" or collectively as the "Lots."

1.3 Personal Application. All present or future Owners, tenants, Occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 Definitions. Capitalized terms used but not defined herein shall have the meanings attributed to them in Article 1 of the Declaration.

1.5 Oregon Planned Community Act. The Property, all Lots and Owners thereof, the Association and all Members thereof, shall be subject to the Oregon Planned Community Act, ORS 94.550 et seq. (the "PCA").

Article 2
ASSOCIATION MEMBERSHIP; VOTING; MAJORITY OF OWNERS; QUORUM; PROXIES

2.1 Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person’s ownership ceases for any reason. For all purposes of the 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 Owner filing with the Association a copy of the deed to or land sale contract for such Owner’s 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 an Owner unless a copy of the deed or contract has been filed with the Association as provided above showing such Owner 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 Rights.** The Association shall have two (2) classes of voting Members as set forth in Section 7.3 of the Declaration.

2.3 **Majority of Owners.** As used in these Bylaws, the term “majority” shall mean those Owners holding over fifty percent (50%) of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. “Majority of Owners present” shall mean Owners holding over fifty percent (50%) of the votes and present at any legal meeting.

2.4 **Quorum.** Except as otherwise provided in these Bylaws, the presence in person, by proxy or by absentee ballot, if absentee ballots are permitted by the Board, of Owners holding fifty percent (50%) or more of the outstanding votes in the Association, as defined in Section 2.2 of this Article, shall constitute a quorum.

2.5 **Voting: Proxies.** Owners may cast votes in person, by written ballot, or by proxy. In the discretion of the Board, votes may be cast by absentee ballot or electronic ballot in accordance with the PCA. Proxies must be dated, signed and filed with the Secretary of the Association (“Secretary”) before or during the appointed meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. 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. Proxies and ballots must be retained by the Association for one (1) year from the date of the determination of the vote.

2.6 **Authority to Vote.** All Owners, including those who have leased their Lot to a third party, shall be entitled to vote. 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 contact.

2.7 **Fiduciaries and Joint Owners.** An executor, administrator, guardian or trustee may vote, or grant consent, at any meeting of the Association with respect to any Lot owned or held by such person in such capacity, whether or not the same shall have been transferred to such person’s name, provided that such person has satisfied the Secretary that such person is the executor, administrator, guardian or trustee holding such Lot in such capacity. Whenever any Lot is owned by two (2) or more persons jointly according to the records of the Association, the vote of such 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 such Lot shall be disregarded for all purposes, except for determining whether a quorum is present.
Article 3
ADMINISTRATION

3.1 Association Responsibilities. The Owners shall constitute the Members of the Association. Except as otherwise provided in the Declaration or these Bylaws, decisions and resolutions of the Association shall require approval by a majority of the Owners present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws at which a quorum is present, in person or by proxy at a formal gathering or, if a vote is taken by written ballots, when ballots are returned representing more than fifty percent (50%) of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

3.2 Place of Meetings. Formal meetings of the Association shall be held at suitable places convenient to the Owners as may be designated by the Board of Directors of the Association (the "Board"). If a vote is taken by written ballot, the Board shall count the returned written ballots within forty-eight (48) hours of the ballot return deadline. Each Owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned within fifteen (15) days after the ballot return deadline. All notices of meetings and ballot meetings may, at the discretion of the Board, be given or conducted electronically in accordance with the PCA.

3.3 Turnover Meeting. Declarant shall call a meeting (which shall be the initial meeting) for the purpose of turning over administrative control of the Association from Declarant to the Members as provided in Article 8 of the Declaration.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in these Bylaws. If Declarant does not call such meeting as required under this Article 3, the transitional advisory committee or any Owner may do so.

At the Turnover Meeting, Declarant shall relinquish control of the administration of the Association and the Owners shall assume such control and change the registered agent of the Association with the Oregon Secretary of State. If a quorum of the Owners is present, the Owners shall elect not fewer than the number of Directors sufficient to constitute a quorum of the Board in accordance with the provisions of Article 4 of these Bylaws. Additionally, Declarant shall deliver to the Association all business and financial records, together with all Association bank accounts, funds and other assets and records as required by ORS 94.616. The Turnover Meeting may not be conducted by written ballot.

If the Owners present at the Turnover Meeting do not constitute a quorum or the Owners fail to elect the number of Directors sufficient to constitute a quorum of the Board at the Turnover Meeting, at any time before the election of the number of Directors sufficient to constitute a quorum, an Owner or first Mortgagee may call a special meeting for the purpose of election of Directors and shall give notice of the meeting in accordance with the notice requirements in the Bylaws for special meetings. The Owners and first Mortgagees present at the special meeting shall select a person to preside over the meeting.

3.4 Transitional Advisory Committee. Declarant shall form a transitional advisory committee (the "Committee") to provide for the transition of administrative control of the
Association from Declarant to the Class A Members. Within sixty (60) days after Declarant has conveyed fifty percent (50%) or more of Lots then existing in the Project to Owners other than a Successor Declarant, Declarant shall call a meeting of Owners for the purpose of selecting the Committee, which shall consist of three (3) Members. The Class A Members shall, by majority vote, elect two (2) Members, and Declarant shall elect one (1) Member.

The Committee’s function shall be facilitating the transfer of control of the administration of the Association from Declarant to the Owners. The Committee shall have access to the information, documents and records that Declarant must turn over to the Owners under the PCA and this Article 3.

Declarant shall give notice of the meeting required under this Section 3.4 to each 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 Declarant does not call such meeting within the time specified, an Owner may call such meeting. If the Owners, other than Declarant, do not select Members for the Committee under this Section 3.4, Declarant shall have no further responsibility to form the Committee.

3.5 Annual Meetings. The Board, by a Board action, shall cause the first annual meeting of the Association to be held during the calendar year following the calendar year in which the Turnover Meeting is held. The Board, at its discretion, from time to time, may change the meeting date, provided that the meeting is held annually. At such meetings, the Owners shall elect new members of the Board in accordance with the requirements of Section 4.7 of these Bylaws to replace those Directors whose terms have expired. The Owners also may transact such other business of the Association as may properly come before them. Annual meetings of the Association may not be conducted by written ballot.

3.6 Special Meetings. Special meetings of the Owners may be called by the President if so directed by a majority of the Board or by the President or Secretary upon receipt of a written request signed by thirty percent (30%) or more of the Owners. All meetings called by written request of Owners shall be held at a formal gathering, and not by written ballot, within sixty (60) days after the Secretary’s 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 other than that stated in such notice shall be transacted at a special meeting unless by consent of all the Owners of the Lots or as otherwise set out in these Bylaws. If the Owners request a special meeting and the notice of such meeting is not given within thirty (30) days after the date the written request is delivered to the President or Secretary, an Owner who signed the request may set the time and place of the meeting and give notice as provided in these Bylaws. Mortgagees may designate a representative to attend a meeting called under this Section 3.6.

3.7 Notice of Meetings. The Secretary shall mail a notice of each annual and special meeting, stating the purpose thereof and the time and place where such meeting is to be held, to each Owner of record at least ten (10) but not more than fifty (50) days before such meeting or the date on which ballots for a ballot meeting are required to be returned. The Board of Directors may propose that the Owners take an action by written ballot without a meeting, pursuant to the provisions of the PCA and the Oregon Nonprofit Corporation Act. Such notices shall be mailed to the Owner’s address last given to the Secretary in writing by the Owner or such Owner’s 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 Project Lot shall be sufficient. The mailing of a notice in the manner provided in this Section 3.7 shall be considered notice served. In the discretion of the Board, any notice, information or other written material required may be given by electronic mail, facsimile or other electronic communication acceptable to the Board.

3.8 Adjourned Meetings. As permitted by ORS 65.214, 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 forty-eight (48) hours nor more than ten (10) days from the time of the original meeting. The quorum for a subsequent meeting is the presence in person or by proxy of Owners holding twenty-five percent (25%) or more of the outstanding votes in the Association, as defined in Section 2.2. The adjournment provisions of this Section 3.8 do not apply to actions proposed to be taken by written ballot.

3.9 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, any action that may be taken at any annual or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter as provided in ORS 94.647. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide Owners with at least ten (10) days' notice as required by ORS 94.647(2)(b) before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.10 Order of Business. The order of business at all annual meetings shall be as follows:

- Roll call.
- Proof of notice of meeting or waiver of notice.
- Reading of minutes of the preceding meeting.
- Reports of officers.
- Reports of committees.
- Election of inspectors of election.
- Election of Directors.
- Unfinished business.
- New business.
- Adjournment.
Article 4
BOARD OF DIRECTORS

4.1 Number and Qualification. The Board shall be composed of three (3) persons, all
of whom must be an Owner or a co-owner of a Lot; provided, however, that if a Lot is owned by
more than one (1) Owner, only one (1) co-owner of that Lot may serve on the Board of Directors
at any one time. An officer or employee of a corporation, the trustee of a trust, the personal
representative of an estate, or an employee of a trust or estate may serve on the Board if the
corporation, trust or estate owns a Lot.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the
administration of the affairs of the Association and may do all such acts and things that are not
otherwise by law or by these Bylaws directed to be done by the Owners.

4.3 Other Duties. In addition to duties imposed by the Declaration, these Bylaws or
by resolutions of the Association, the Board shall have authority to carry out and be responsible
for the following matters:

4.3.1 Budget. Establishment of a budget as provided in Section 10.4.1 of the
Declaration and payment of all common expenses of the Association, and institution of a
voucher system for such payment, which shall require a sufficient number of signatories thereon
as may be reasonably necessary to prevent any misuse of Association funds, in accordance with
these Bylaws and the Declaration.

4.3.2 Financial Statements. Causing the preparation and distribution of annual
financial statements of the Association to each of the Owners.

4.3.3 Rules. Adoption and amendment of administrative Rules and Regulations
governing the details of operation and use of the Common Elements and administration of the
Association, including a fine schedule for violations of these Bylaws, the Declaration or any
rules or regulations promulgated thereunder. The Board may adopt such Rules and Regulations
for the Association at any regular or special meeting by a resolution adopted by a majority of the
Board. Provided, however, that any such Rules and Regulations shall always be subject to
rescission or amendment by the Association upon a majority vote of Owners present at any
properly called meeting.

4.3.4 Copies of Documents; Bank Accounts. Causing the Association to
comply with ORS 94.670 relating to maintenance within the State of Oregon of documents
delivered to the Association by the Declarant, depositing all assessments in a separate bank
account in the name of the Association, payment of all expenses of the Association from the
Association's bank account, and maintenance and distribution of financial statements and to
maintain copies suitable for duplication of the following: the Declaration, the Articles of
Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto,
the most recent annual financial statement, and the current operating budget of the Association.
Further, the Board of Directors shall cause to be maintained and kept current the information
required to enable the Association to comply with ORS 94.670.
4.3.5 **Tax Returns.** Causing the Association to file the necessary tax returns of the Association.

4.3.6 **Mailing Address.** Establishing and maintaining a current mailing address for the Association.

4.3.7 **Right to Enforce Declaration, Bylaws, Rules and Regulations.** If an Owner fails to perform maintenance or repair that such Owner is obligated to perform pursuant to the Declaration or Bylaws, or is in violation of the Declaration, Bylaws or Rules and Regulations, prior to taking any action against the Owner to enforce the provisions of the Declaration, Bylaws or Rules and Regulations, the Board shall give written notice to such Owner and an opportunity for a hearing. The written notice shall state the violation, and the date, time and place of a hearing. At the discretion of the Board, the Board may allow an Owner a reasonable time to cure a violation.

4.4 **Limited Authority.** The Board shall not take any of the following actions, except with the vote or written assent of a majority of the voting power of the Owners other than Declarant:

4.4.1 **Third Party Contracts.** Enter into a contract with a third party wherein the third person will furnish goods or services for the Common Elements or the Association for a term longer than one (1) year with the following exceptions:

4.4.1.1 Management contract, the provisions of which have been approved by the Federal Housing Administration, U.S. Housing and Urban Development or Veterans Administration.

4.4.1.2 A contract with a public utility company in Yamhill County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

4.4.1.3 A prepaid casualty and/or liability insurance policy the term of which does not exceed three (3) years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 **Compensating Board Members.** Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association’s business; provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 **Management Agent.** The Board may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws. Any such management contract must be cancelable without penalty upon ninety (90) days’ written notice. Any management contract entered into by the Declarant before the turnover meeting may be canceled by the Board of Directors elected at the turnover meeting.
upon thirty (30) days' written notice given not later than sixty (60) days after the Turnover Meeting.

4.6 **Interim Board and Officers.** Declarant hereby reserves administrative control of the Association until the Turnover Meeting. Declarant, in its sole discretion, may appoint and remove members of the Board and officers of the Association whose terms of service shall end on or before the date of the Turnover Meeting. However, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

4.7 **Election and Term of Office.** At the Turnover Meeting of the Association, the term of office of two (2) Directors shall be fixed for two (2) years. The term of office of one (1) Director shall be fixed at one (1) year. Should the number of Directors serving on the Board be increased, the same sequential election terms shall apply as nearly as is practicable. Upon expiration of the initial term of office of each respective Director, such Director’s successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting. At the Turnover Meeting, upon agreement by vote of the Owners, the Owners may elect Directors by using a ballot that permits each Owner to vote for three (3) nominees. In such event, the two nominees receiving the highest number of votes shall be the two (2) year Directors, and the nominee receiving the least number of votes shall be the one (1) year Director.

4.8 **Vacancies.** Vacancies on the Board 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. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

4.9 **Removal of Directors.** At any legal annual or special meeting (not including actions proposed to be taken by written ballot without a meeting), any one (1) or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners present, and a successor may be then and there elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one (1) or more named Directors is an agenda item for such meeting. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at such meeting.

4.10 **Organizational Meeting.** The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the Association meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to hold such meeting legally, providing a majority of the newly elected Directors are present.

4.11 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board may be called by the President on at least three (3) days’ notice to each Director, given personally or by mail, telephone, e-mail or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.
4.12 **Special Meetings.** Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) Directors. Special meetings of the Board may be called on at least three (3) days' notice to each Director, given personally or by mail, telephone, e-mail or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.13 **Waiver of Notice to Directors.** Before, at or after any meeting of the Board, 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 such Director 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.

4.14 **Board of Directors' Quorum.** At all meetings of the Board, 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. If quorum requirements are not met at any meeting of the Board, 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. A Director who is present at a meeting of the Board at which action is taken on any Association matter is presumed to have assented to the action unless the Director votes against the action or abstains from voting due to a conflict of interest. At all such meetings, the vote or abstention of each Director present shall be recorded in the meeting minutes.

4.15 **Board Meetings Open to All Association Members.** Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Association Member shall have a right to participate in the Board’s meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions:

4.15.1 Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;

4.15.2 Personnel matters, including salary negotiations and employee discipline;

4.15.3 Negotiations of contracts with third parties;

4.15.4 Collection of assessments; and

4.15.5 For any other purpose permitted by the PCA.

Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective.
unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

4.16 Notice to Association Members of Board Meetings. For other than emergency meetings, notice of special Board meetings shall be mailed to each Owner at least seven (7) days before the meeting by first class mail or at least three (3) days’ notice by hand delivery to each Lot Owner’s address or by facsimile transmission. The Board shall give Owners notice of regular Board meetings at the beginning of each year by first class mail or other reasonable means setting out the time and place of the regular meetings. For any changed time or place, the notice requirements for special meetings shall apply.

4.17 Emergency Meetings. In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least two-thirds (2/3) of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

4.18 Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the Owners.

Article 5
OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, 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 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 Board, any officer may be removed, either with or without cause, and such officer’s successor may be elected at any regular or special meeting of the Board.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may, in the President’s discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as
the Board may direct; and 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. The Treasurer 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.

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 assessments imposed by the Association to meet all the Association’s general common expenses, as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The Board or the Association’s manager, if any, shall provide at least thirty (30) days’ written notice to Owners of assessments due. Owners shall pay assessments within the time provided in the notice.

6.2 Investment of Reserve Funds. Assessments paid into Reserve Funds shall be kept 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. Assessments paid into the Reserve Funds are the property of the Association and are not refundable to sellers of Lots. No Owner shall have any individual rights in any of these reserves, although it is understood that the value of an Owner’s Lot may increase in proportion to such Lot’s right to receive repair, maintenance and replacement therefrom.

6.3 Initial Assessment. The amount of the initial assessment due from Lot Owners other than the Declarant shall be determined by the Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors.

6.4 Income Tax Returns; Determination of Fiscal Year.

6.4.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

6.4.2 Tax Returns. The Board, 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.

6.5 Statement of Assessments.

6.5.1 The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:
6.5.1.1 The amount of assessments due from the Owner and unpaid at the time the request was received, including:

a. Regular and special assessments;
b. Fines and other charges;
c. Accrued interest; and
d. Late payment charges.

6.5.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

6.5.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.5.2 The Association is not required to comply with Section 6.5.1 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.6 Default. Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of such Owner’s obligations pursuant to these Bylaws and the Declaration. The Association shall be entitled to the remedies set forth in the Declaration.

6.7 Maintenance and Repair.

6.7.1 Homes and Lots. Except as otherwise specifically provided in the Declaration and these Bylaws, every Owner must perform promptly all maintenance and repair work to the Owner’s Home, Lot and any Lot Easement Area and keep the same in good repair and sanitary and neat condition.

6.7.2 Common Elements and Exterior Building Maintenance. The Association shall repair and maintain the Common Elements and the Detention Pond as provided in Article 5 of the Declaration.

Article 7
INSURANCE

7.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article 7.

7.2 Types of Insurance Policies Maintained By the Association. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:
7.2.1 **Public Liability Insurance.** A policy or policies for all insurable improvements that are Common Elements or the Detention Pond insuring such improvements against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction for such loss or damage if the insurance is available at reasonable cost.

7.2.2 **Liability.** A policy or policies insuring the Association, its Board, and the manager against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control or use of the Common Elements. Limits of liability under such insurance shall be not less than one million dollars ($1,000,000) per person, per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion.

7.2.3 **Workers Compensation.** Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.

7.3 **Fidelity Bond.** For the benefit of the Association and Owners, the Board may obtain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Owners as obligees, for the amount determined by the Board. The Board may pay for such bond out of the common expenses of the Association. In addition, the Board shall require that all officers and employees of the Association handling or responsible for Association funds to obtain adequate fidelity bonds and may pay for the premiums thereon.

7.4 **Insurance Companies Authorized.** All policies obtained under this Article 7 shall be written by a company licensed to do business in Oregon and holding a “Commissioner’s Rating” of “A+” and a size rating of “AAA,” or better, by Best’s Insurance Reports, or as may be otherwise acceptable to all Directors.

7.5 **Provisions in Insurance Policies.** The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

7.5.1 **Waiver of Subrogation.** A waiver of subrogation by the insurer as to any claims against the Board, the officers, the manager, the Owners and their respective servants, agents, guests and tenants.

7.5.2 **Noncancellation for Owner Conduct.** A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners.

7.5.3 **Noncancellation Without Opportunity to Cure.** A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

7.5.4 **No Other Insurance Clauses.** A provision that any “no other insurance” clause in the master policy exclude individual Owners’ policies and not otherwise prevent such individual policies from providing coverage for damage to Homes, Lots or Common Elements.
7.6 Home and Lot Insurance Maintained By Each Owner. The Association shall have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 7. Owners are required to maintain all-hazard insurance in an amount necessary to protect the Owner’s Home.

7.7 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

Article 8
AMENDMENT

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the total votes of each class of Members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, no amendment of these Bylaws may affect an amendment of the Declaration or the Articles without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act, and no amendment deleting or affecting any right of Declarant or its successor or assignee, including, without limitation, an amendment to this Article 8, may be adopted without the prior written consent of Declarant or its successor or assignee.

Article 9
RECORDS AND AUDITS

9.1 General Records. The Board and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board and any Board committees as required by ORS 94.670. The Board shall maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board and Board committees, and the Association’s financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one (1) year from the date of determination of the vote.

9.2 Assessment Roll. The Board and the managing agent or manager, if any, shall maintain the assessment roll in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owner, the dates on which and the amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

9.3 Payment of Vouchers. The Treasurer or management agent shall pay all expenses authorized by the Board. The Treasurer or management agent shall maintain and follow reasonable procedures to assure the accounts and proper records, and to assure that all expenditures are proper. Except in cases where an emergency exists, any voucher for non-budgeted items shall require the signature of the President; provided, however, that any withdrawal from Reserve Funds shall require the signature of two Board members or one Board member and an officer of the Association who is not a Board member.
Article 10
COMPLIANCE WITH THE PLANNED COMMUNITY ACT; CONFLICTS

These Bylaws are intended to comply with the provisions of the PCA, the provisions of which apply to West Wind Country Estates. In case of any conflict among the provisions of the PCA, the Articles, the Declaration, or these Bylaws, the provisions of the PCA shall control over those of the Articles and Declaration, and the provisions of the Declaration shall control over those of the Articles and these Bylaws.

Article 11
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 such person 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 attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person 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 that such person’s 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 that such person 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 that such person’s 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 to reimbursement of such payment from such person, should it be proven at a later time that such 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 benefited from the acts that created said liability.

Article 12
ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

An Owner shall be obliged to pay reasonable fees and costs (including, but not limited to, attorneys’ fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from such Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Declaration, the Articles or these Bylaws, such Owner or Owners, jointly and severally, shall pay, in addition to all other obligations, the costs of such suit or action, including actual administrative expenses incurred by

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the Association because of the matter or act which is the subject of the suit, reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

Article 13
MISCELLANEOUS

13.1 Notices. All notices to the Association or to the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board, or if no address has been designated, then to such Owner's Lot.

13.2 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 have occurred and the number of times that the pertinent restriction, condition, obligation or provision was not enforced.

13.3 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; provided, however, that if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law, or in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last survivor of the now living descendants of Ex-President George H. W. Bush. As used herein, 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.

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Article 14
ADOPTION

It is hereby certified that these Bylaws have been adopted by Westwind Country Developments, LLC, an Oregon limited liability company, as the Declarant, and shall be recorded in the Deed Records of Yamhill County, together with the Declaration for said planned community.

DATED this 5th day of November, 2007.

WESTWIND COUNTRY DEVELOPMENTS, LLC, an Oregon limited liability company

By: John Abrams, Member
By: Maralynn Abrams, Member
By: Mafia Abrams, Member

STATE OF OREGON ) ss.
County of Yamhill )
This instrument was acknowledged before me on December 5, 2007, by John Abrams, as Member of Westwind Country Developments, LLC.

[Official Seal]
Krisi J Berry
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2010

STATE OF OREGON ) ss.
County of Yamhill )
This instrument was acknowledged before me on December 5, 2007, by Maralynn Abrams as Member of Westwind Country Developments, LLC.

[Official Seal]
Krisi J Berry
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2010

[Acknowledgments Continued on Following Page]
STATE OF OREGON  

County of Yamhill  

This instrument was acknowledged before me on December 5, 2007, by Malia Abrams as Member of Westwind Country Developments, LLC.

[Signature]

NOTARY PUBLIC FOR OREGON  
My Commission Expires April 3, 2010
West Wind Country Estates
A Subdivision in the
W 1/2 Section 18 T. 4 S., R. 4 W., WM.,
Part of the T. J. Shadden Certificate Claim
Yamhill County, OR
Date: 12 October, 2007
Docket No. S-04-05

Declaration:

Know all men by these presents that Marilyn Abrams is the owner of record of the lands shown on the attached map and more particularly described in the Surveyor's Certificate. This certificate has caused said lands to be surveyed and subdivided into forty lots, with associated easements for the purposes shown herein is in accordance with the provisions of O.R.S. Chapter 92.

In addition there are no water rights appurtenant to the lands represented by this certificate. This subdivision is served by a community water supply system subject to the applicable regulations of the State of Oregon, being developed and maintained by the subdivision developer's agents, Users, not limited to any existing wells on adjacent land and serving the water system now installed within the boundaries of this subdivision.

Marilyn Abrams
Acknowledgement:

State of Oregon | 12 October, 2007
County of Yamhill

The purpose of this survey is to submit a portion of land described in Instrument No. 97/546, page 630 of the Yamhill County Real Estate Records, to the plat recording process for the purpose of conveying the same to the party of record having the title to the same.

John Newberg, sworn on this day of October, 2007, before me, a notary public in and for the State of Oregon, in the County of Yamhill, duly sworn, said he is the owner of the land described in said plat and that he is familiar with the contents of said plat.

John G. Newberg
Professional Land Surveyor

Newberg Surveying Inc.
1205 NE Evans
Mcminnville, OR 97128
(503) 474-4472
(971) 227-1956 Cell
(503) 474-3152 Fax
newberg@newberginc.com

My commission expires April 30, 2010

Notes:

1) Lot shown on this plat were authorized by owners of land use regulations by Yamhill County and the State of Oregon pursuant to ORS 197.352, 2005 requirements and ORS 535.395, recorded in the Yamhill County Land Records at Instrument No. 2502-1934. The subdivision was recorded on March 1st, 2005.

2) 16 feet secondary emergency fire and utility access easement granted by Fair Wind 1997 and 1999, Yamhill County Real Estate Records. This easement is subject to covenants, conditions, and restrictions recorded in instrument No. 97/546 and 97/547.

3) This subdivision is subject to a future survey for the purpose of providing a record of the boundaries of this subdivision.

4) All roads and streets set forth in this plat are subject to a 10 foot wide utility easement. See page 2 of this plat for additional information.

5) All road easements recorded in this plat are subject to the Yamhill County Land Records at Instrument No. 97/546 and 97/547.

6) All road and street boundaries are subject to a 10 foot wide utility easement. See page 2 of this plat.