DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO WESTLAKE ESTATES

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS
APPLICABLE TO WESTLAKE ESTATES, LLC.

WHEREAS, WESTLAKE ESTATES, LLC HEREINAFTER REFERRED TO AS THE
DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN YAMHILL
COUNTY, IN THE STATE OF OREGON, KNOWN AS WESTLAKE ESTATES, A DULY
RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIRIOUS TO DECLARE OF PUBLIC RECORD
ITS INTENTIONS TO CREATE CERTAIN RESTRICTIVE CONDITIONS AND
COVENANTS TO THIS OWNERSHIP OF SAID PROPERTY;

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND DECLARE
THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL
BECOME AND ARE HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS
WITHIN THE PLAT OF WESTLAKE ESTATES RECORDED IN FILM VOLUME
1995 PAGE 1692-6 MICROFILM RECORDS OF YAMHILL COUNTY, OREGON.
AND THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS
SHALL BY REFERENCE BECOME A PART OF ANY SUCH CONVEYANCES AND
SHALL APPLY THERETO AS FULLY AND WITH THE SAME EFFECT AS IF SET
FORTH AT LARGE THEREIN.

ARTICLE I
PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT
DECLARANT HEREBY DECLARES THAT ALL OF THE REAL PROPERTY DESCRIBED
ABOVE IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED,
ENCumbered, USED, OCCUPIED AND IMPROVED SUBJECT TO THESE
COVENANTS.

ARTICLE II
RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE
NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO
BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN
ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO
EXCEED TWO AND ONE HALF (2 1/2) STORIES OR 30’ IN HEIGHT AND AN
ATTACHED PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE
FOREGOING PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A
PRIVATE GREENHOUSE, STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR
THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF USE STRUCTURES IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT. IN NO EVENT SHALL THE LOT COVERAGE EXCEED 30%.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEBUILDER TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION MATERIALS AND EQUIPMENT ON SAID LOTS IN THE NORMAL COURSE OF CONSTRUCTION, AND TO USE A SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN WESTLAKE ESTATES.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF NEUMBERG BUILDING AND ZONING CODES.

(2) DWELLING SIZE AND SETBACKS

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1600 SQUARE FEET FOR A ONE STORY DWELLING, NOR SHALL THE GROUND FLOOR LEVEL BE LESS THAN 900 SQUARE FEET FOR A TWO-STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 1600 SQUARE FEET. THERE SHALL BE A MINIMUM BUILDING SETBACK OF TWENTY (20) FEET FROM THE FRONT PROPERTY LINE AND A MINIMUM OF FIVE (5) FEET FOR SIDE YARDS OF ONE STORY BUILDINGS AND A MINIMUM OF SEVEN (7) FEET FOR TWO STORY BUILDINGS OR AS REQUIRED BY CITY OF NEUMBERG ORDINANCE FOR R-1 ZONING, WHICHEVER IS LESS RESTRICTIVE. THE MINIMUM FRONT YARD SETBACK SHALL NOT EXCEED 150% OF ANY ADJACENT, EXISTING RESIDENCE OR THIRTY (30) FEET IF ADJACENT LOTS ARE VACANT. IN NO CASE SHALL THE MINIMUM FRONT YARD SETBACK EXCEED FIFTY (50) FEET.

(3) EASEMENTS

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

(4) MUNISANCES

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR MUNISANCE TO THE NEIGHBORHOOD.

(5) PARKING

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC WAYS ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY
ENCLOSED GARAGE, STORAGE PORT OR BEHIND A SCREENING FENCE OR SHRUBBERY WHICH SHALL IN NO EVENT PROJECT BEYOND THE FRONT WALLS OF ANY DWELLING OR GARAGE.

(6) VEHICLES IN DISREPAIR

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN "EXTREME STATE OF DISREPAIR" WHEN ITS PRESENCE OFFENDS THE OCCUPANTS OF THE NEIGHBORHOOD.

(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, "FENCING" SHALL MEAN ANY BARRIER OR WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD OR ON SIDE LOT LINES FORWARD OF THE BUILDING LINE WITH THE GREATEST SETBACK ON THE LOT OR THE ADJOINING RESIDENTIAL LOT, WITH THE EXCEPTION OF THE 15' FRONT YARD SETBACK WHICH MAY BE A MAXIMUM OF 30' IN HEIGHT. THE MAXIMUM HEIGHT OF A SITE OBSCURING FENCE LOCATED ON THE REMAINDER OF THE LOT SHALL BE SIX (6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCES OF THE DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF.

(8) SIGNS

NO SIGNS SHALL BE ERECTED ON ANY LOT EXCEPT THAT NOT MORE THAN ONE "FOR SALE" SIGN PLACED BY OWNER, THE DECLARANT OR BY A LICENSED REAL ESTATE AGENT, NOT EXCEEDING TWENTY-FOUR (24) INCHES HIGH AND THIRTY-SIX (36) INCHES LONG, MAY BE TEMPORARILY DISPLAYED ON ANY LOT. THIS RESTRICTION SHALL NOT PROHIBIT THE TEMPORARY PLACEMENT OF "POLITICAL" SIGNS ON ANY LOT BY THE OWNER, OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR DECLARANT, WHICH MUST COMPLY WITH THE CITY OF NEWBERG SIGN ORDINANCES.

(9) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7) CONSECUTIVE DAYS.

Page three
(10) LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT A MAXIMUM OF TWO (2) DOGS, AND A REASONABLE NUMBER OF CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

(11) GARBAGE AND REFUSE DISPOSAL

NO LOT OR OPEN SPACE SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND OUT OF PUBLIC VIEW. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

(12) UTILITIES

ALL PLUMBING FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE PLUMBING CODE OF THE CITY OF NEWBERG. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR THE TELE-COMMUNICATION PURPOSES. NOR ANY POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN WESTLAKE ESTATES. ALL OWNERS OF LOTS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL USE UNDERGROUND SERVICE WIRES TO CONNECT THEIR PREMISES AND THE STRUCTURES BUILT THEREON TO THE UNDERGROUND ELECTRIC OR TELEPHONE UTILITY FACILITIES PROVIDED.

(13) MAINTENANCE

ALL LOTS, AT ALL TIMES, SHALL BE KEPT IN A NEAT AND ORDERLY CONDITION FREE OF BRUSH, VINES, WREDS, DEBRIS, AND THE GRASS THEREON CUT OR MOWED AT SUFFICIENT INTERVALS TO PREVENT CREATION OF A NUISANCE OR FIRE HAZARD.

(14) BUSINESS AND COMMERCIAL USES

NO GOODS, EQUIPMENT, VEHICLES, MATERIALS OR SUPPLIES USED IN CONNECTION WITH ANY TRADE, SERVICE OR BUSINESS SHALL BE KEPT OR STORED OUTSIDE OF THE HOUSE OR GARAGE ON ANY LOT, EXCEPTING THE RIGHT OF ANY HOME-BUILDER AND THE DECLARANT TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SAID LOTS IN THE NORMAL COURSE OF SAID CONSTRUCTION AND TO USE ANY SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR MODEL HOME FOR THE PURPOSE OF SALES IN WESTLAKE ESTATES.
(15) LANDSCAPE COMPLETION

ALL FRONT YARD LANDSCAPING MUST BE COMPLETED WITHIN TWO (2) MONTHS FROM THE DATE OF POSTING NOTICE OF COMPLETION OR THE DATE OF OCCUPANCY OF THE RESIDENCE CONSTRUCTED THEREON, WHICHEVER OCCURS FIRST. IN THE EVENT OF UNDUE HARDSHIP DUE TO WEATHER CONDITIONS, THIS PROVISION MAY BE EXTENDED FOR A REASONABLE LENGTH OF TIME.

(16) ANTENNAS AND SERVICE FACILITIES

EXTERIOR ANTENNAS SHALL NOT BE PERMITTED TO BE PLACED UPON THE ROOF OF ANY STRUCTURE ON ANY LOT. CLOTHES LINES AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS. ANTENNA SATELLITE DISHES ARE NOT ALLOWED ON ANY LOT.

(17) EXTERIOR MATERIALS AND FINISHES

EACH DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM SQUARE FOOTAGE PER ARTICLE II, PARAGRAPH 2, FULLY FINISHED, EXCLUDING NON-HABITABLE APPURTENANCES SUCH AS GARAGES OR ENCLOSED PORCHES.

EACH DWELLING SHALL BE CONSTRUCTED USING CONVENTIONAL DOUBLE-WALL WOOD FRAMING. SUB-SHEATHING SHALL BE WAFERBOARD OR PLYWOOD.

SIDING MATERIAL SHALL BE NATURAL WOOD MATERIAL, OR HAVE THE APPEARANCE OF NATURAL WOOD, MASONRY BRICK, STONE, STUCCO, OR A COMBINATION OF THESE. MANUFACTURED WOOD SIDING IS ALLOWED. NO T-111 IS ALLOWED.

ALL ROOFING SHALL BE 25 YEAR OR BETTER ARCHITECTURAL COMPOSITION, TILE OR WOOD SHAKES. WINDOW FRAMES WILL BE EITHER BRONZE TONE, WHITE ALUMINUM, WOOD OR VINYL. NO MULL GRADE ALUMINUM FRAMES WILL BE PERMITTED.

THE LOCATION, COLOR, SIZE DESIGN, LETTERING AND OTHER PARTICULARS FOR PAPER DELIVERY BOXES SHALL BE SUBJECT TO APPROVAL OF THE DECLARANT.

ARTICLE III

ARCHITECTURAL CONTROL

(1) ARCHITECTURAL CONTROL SHALL BE BY THE DECLARANT. ALL PLANS AND SPECIFICATIONS OF HOUSES TO BE CONSTRUCTED IN WESTLAKE ESTATES SHALL BE APPROVED IN WRITING BY THE DECLARANT. IN THE EVENT THAT THE DECLARANT FAILS TO APPROVE OR DISAPPROVE THE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THEY HAVE BEEN SUBMITTED, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION
HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL
NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE
BEEN FULLY COMPLIED WITH. NO TWO LOTS SHALL HAVE IDENTICAL OR
NEARLY IDENTICAL ELEVATIONS AS DETERMINED BY THE DECLARANT. TWO
SETS OF ARCHITECTURAL PLANS SUBMITTED TO THE DECLARANT SHALL
INCLUDE:
(A) FLOOR PLAN(S) INDICATING BUILDING DIMENSIONS AND AREAS.

(B) BUILDING ELEVATIONS INDICATING EXTERIOR MATERIALS,
COLORS, WINDOW SIZES AND LOCATIONS AND BUILDING HEIGHT
OF ALL PROPOSED BUILDINGS.

(C) PLOT PLAN INDICATING LOCATIONS OF ALL IMPROVEMENTS
INCLUDING BUILDINGS, FENCING, PATIOS, DrIVES AND WALKS.

WITHIN TEN (10) DAYS OF RECEIPT OF THE PLANS AND FEE, THE
DECLARANT SHALL RETURN ONE SET OF PLANS AND EITHER:
ISSUE A NOTICE OF COMPLIANCE OR NON-COMPLIANCE; ISSUE A
NOTICE INDICATING CONDITIONAL APPROVAL WITH CORRECTIONS.
PLANS SHALL BE SUBMITTED TO THE DECLARANT FOR A NOTICE
INDICATING APPROVAL.

ANY CHANGES TO THE APPROVED PLANS SHALL BE REVIEWED BY THE
DECLARANT.

ARTICLE IV
GENERAL PROVISIONS

(1) TERM

THese COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON
ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL AMENDED OR
REVOKED IN THE MANNER PROVIDED HEREIN. THESE COVENANTS CAN BE
TERMINATED AND REVOKED OR AMENDED ONLY BY Duly RECORDING AN
INSTRUMENT WHICH CONTAINS AN AGREEMENT PROVIDING FOR TERMINATION
AND REVOCATION OR AMENDMENT, AND WHICH IS SIGNED BY THE OWNERS OF
A MAJORITY OF THE PLATTED LOTS.

(2) ENFORCEMENT

SHOULD ANY PERSON VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE
PROVISIONS OF THESE COVENANTS, ANY PERSON OR PERSONS OWNING ANY
REAL PROPERTY EMBRACED WITHIN THE PLAT, INCLUDING THE DECLARANT,
at ITS OR THEIR OPTION, SHALL HAVE FULL POWER AND AUTHORITY TO
PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON
OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OF SAID
COVENANTS, EITHER TO PREVENT THE DOING OF SUCH, OR TO RECOVER

Page six
DAMAGES SUSTAINED BY REASON OF SUCH VIOLATION. FAILURE BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HERIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. ENFORCEMENT IS A CIVIL MATTER AND NOT THE RESPONSIBILITY OF THE CITY OF NEWBERG.

(3) EXPENSES AND ATTORNEY'S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAN OF WESTLAKE ESTATES INCLUDING THE DECLARANT, SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE PREVAILING PROPERTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES INCURRED BY HIM IN CONNECTION WITH SUCH SUIT OR ACTION, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE TO BE REASONABLE ATTORNEY'S FEES AT TRIAL AND UPON ANY APPEAL THEREAFTER.

(4) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(5) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICER OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT OF DECLARANT IN PERFORMING ITS DUTIES OR RIGHTS HERUNDER, PROVIDED THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED BY IT, ACTED IN GOOD FAITH.


WESTLAKE ESTATES, LLC

By__ M&L INVESTMENT, L.L.C., Development Manager

By Curtis D. Walker, Member

ACKNOWLEDGEMENT:

STATE OF OREGON

COUNTY OF YAMHILL

S.S.

Page seven
THIS CERTIFIES THAT ON THIS 8TH DAY OF November 1995, BEFORE ME APPEARED CURTIS D. WALKER, WHO BEING DULLY SWORN, DID SAY THAT HE IS A MEMBER OF 3M&L INVESTMENT, LLC, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THIS DOCUMENT FREELY AND VOLUNTARILY ON BEHALF OF THE COMPANY.

[Signature]

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/96

Page eight
BYLAWS

OF

WESTLAKE ESTATES HOMEOWNER’S ASSOCIATION

WHEREAS, on December 15, 1995, Westlake Estates Subdivision was created by filing in the Subdivision Plat Records of Yamhill County, Subdivision Plat No. 1995/6926, thereby creating Lots 1 through 31 of Westlake Estates, Yamhill County, Oregon; and

WHEREAS, a Maintenance Agreement for Westlake Estates was recorded on December 15, 1995, as Instrument No. 1995/6928, Deed and Mortgage Records of Yamhill County, Oregon, hereinafter referred to as the Maintenance Agreement; and

WHEREAS, the Maintenance Agreement in general provided for the ongoing maintenance and upkeep of certain common areas along Crestview Drive within Westlake Estates; and

WHEREAS, the Maintenance Agreement provided that a homeowner’s association shall be established to take over responsibilities for the common areas after a certain number of lots have been sold; and

WHEREAS, the undersigned developer of Westlake Estates, pursuant to said Maintenance Agreement and ORS 94.625, desire to create a homeowner’s association and adopt Bylaws for the Association to, in part, take over the ongoing responsibility for maintenance of the common areas in the subdivision; now, therefore,

THE UNDERSIGNED AGREES, DECLARES, AND STATES AS FOLLOWS:

ARTICLE ONE

CREATION OF ASSOCIATION

Westlake Estates Homeowner’s Association, an unincorporated homeowner’s association, is hereby established.
ARTICLE TWO

MEMBERS OF ASSOCIATION

The Association shall have one class of membership. Every beneficial owner, as distinguished from a security owner of a residential lot in Westlake Estates, shall automatically be a member. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided, however, each member shall be the sole owner of a lot. A member shall have one vote for each lot of which he or she is the owner. Where two or more owners own a lot, or in the event of resubdivision, only one vote for such lot shall be allowed, and such owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast a single vote.

At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary of the Association.

A member may assign his or her membership rights to any tenant residing in the member's lot. Such assignment shall be effected by filing with the Secretary of the Association a written notice of assignment signed by the member.

ARTICLE THREE

PURPOSE OF ASSOCIATION

The purpose of the Association is to:

1. To regularly maintain, repair and restore the masonry brick fence, entrance planter and common area landscaping along Crestview Drive within Westlake Estate; and

2. To aid and cooperate with the owners of the lots within the subdivision in the enforcement of such covenants, conditions and restrictions on or appurtenant to the property within the subdivision as are now in existence, as well as any other covenants, conditions and restrictions as may hereafter be established; and

3. To care and maintain for all facilities of any kind dedicated to community use within the subdivision and other open spaces and other ornamental features of the subdivision which now exist or which may be hereafter installed or constructed within the subdivision; and

4. In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of the lots within Westlake Estates.
ARTICLE FOUR

MEETINGS OF MEMBERS

A. Annual Meeting. An annual meeting of the members of the Association for the purpose of hearing reports of all officers and for electing directors shall be held within the City of Newberg, County of Yamhill, State of Oregon, in the month of January of each year, beginning with the year 1998, the time and place shall be fixed by the directors.

B. Regular Meetings. In addition to the annual meeting, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors.

C. Special Meetings. A special meeting of the members may be called by the Board of Directors, by the President, or if requested by not less than 50% of the members having voting rights.

D. Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than 15 days before the date of such meeting.

E. Quorum/Manner of Acting. Members holding 40% of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members; and the act of the majority of the membership present at a meeting at which a quorum is present shall be the vote of the membership.

F. Proxy. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member.

ARTICLE FIVE

BOARD OF DIRECTORS

A. General Powers. The affairs of the Association shall be managed by a Board of Directors, subject to instructions of the members of the Association at a regular meeting, or subject to approval of the membership as expressed by a vote of the membership.

B. Number, Tenure and Qualifications. The number of directors shall be not less than three. Each director shall be a member of the Association and shall serve for one year or until such time as his or her successor shall have been elected and qualified.

C. Annual Meetings. The Board of Directors shall meet at least annually following the annual meeting of the members.
D. Regular/Special Meetings. The Board of Directors may meet regularly or have such special meetings as they may from time to time agree. A special meeting can be called by the President, or if requested, by at least two Directors.

E. Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than 5 days before the date of such meeting.

F. Quorum/Manner of Acting. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

G. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of the increase in the number of Directors shall be filled by election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

ARTICLE SIX

OFFICERS

The officers of the Association shall consist of a President, Secretary and Treasurer.

A. Method of Election. The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of one year or until such time as their successor is duly elected and qualified. The President shall also be a member of the Board of Directors.

B. President. The President shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association.

C. Secretary. The Secretary shall keep the minutes of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be the custodian of all Association records.

D. Treasurer. The Treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the Board of Directors and shall pay out funds only on notice signed by the Treasurer and any one other officer.

E. Vacancy. A vacancy in any office caused by the death, resignation, removal, disqualification or otherwise shall be filled by the Board of Directors.
ARTICLE SEVEN

ANNUAL MAINTENANCE FEE AND ASSESSMENTS

A. Annual Maintenance Fee. The Board of Directors may set an annual maintenance fee to be assessed against the membership. Any such maintenance fee shall be equally assessed amongst all the lots within the subdivision.

B. Special Assessments. The Board of Directors may also enact special assessments that may be levied against the members.

C. Payment of Annual and Special Assessments. All regular and special assessments shall be due and payable within 30 days of their notice to the membership.

If any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments, said assessments shall bear interest at the rate of 9% per annum from the date the member was first notified of the assessment; and in addition, the amount of the assessment shall become a lien on the member's lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of lien and proceed on such claim in accordance with the provisions of ORS 94.790 for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence a in personam action against such member for the collection of the assessment in any court of competent jurisdiction.

D. Assignment of Assessments. In the event any member whose assessments are paid shall, during the year in which such assessments are paid, terminate his or her membership by the sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of the lot the benefit of the assessment paid. The Association shall be under no obligation to refund or prorate to a member any portion of an assessment paid by reason of the fact that a member has sold his lot.

ARTICLE EIGHT

FISCAL YEAR

The fiscal year of the Association shall be a calendar year commencing January 1 of each year.

ARTICLE NINE

AMENDMENTS

Any proposed amendment to these Bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendments shall be discussed at
ARTICLE SEVEN

ANNUAL MAINTENANCE FEE AND ASSESSMENTS

A. Annual Maintenance Fee. The Board of Directors may set an annual maintenance fee to be assessed against the membership. Any such maintenance fee shall be equally assessed amongst all the lots within the subdivision.

B. Special Assessments. The Board of Directors may also enact special assessments that may be levied against the members.

C. Payment of Annual and Special Assessments. All regular and special assessments shall be due and payable within 30 days of their notice to the membership.

    If any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments, said assessments shall bear interest at the rate of 9% per annum from the date the member was first notified of the assessment; and in addition, the amount of the assessment shall become a lien on the member's lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of lien and proceed on such claim in accordance with the provisions of ORS 94.790 for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence a personal action against such member for the collection of the assessment in any court of competent jurisdiction.

D. Assignment of Assessments. In the event any member whose assessments are paid shall, during the year in which such assessments are paid, terminate his or her membership by the sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of the lot the benefit of the assessment paid. The Association shall be under no obligation to refund or prorate to a member any portion of an assessment paid by reason of the fact that a member has sold his lot.

ARTICLE EIGHT

FISCAL YEAR

The fiscal year of the Association shall be a calendar year commencing January 1 of each year.

ARTICLE NINE

AMENDMENTS

Any proposed amendment to these Bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendments shall be discussed at
the meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by at least three members of the Association. A proposed amendment shall become effective when approved by a vote of the membership.

IN WITNESS WHEREOF, the undersigned declarant execute these
Bylaws on this 1/7th day of JUNE, 1997, and authorizes that they be recorded in the Deed and Mortgage Records of Yamhill County, Oregon.

WESTLAKE, L.L.C.
By 3 M&L INVESTMENTS, L.L.C.
Development Manager

By

Curtis D. Walker, Member

STATE OF OREGON  
) ss.
County of Yamhill  

On the 1st day of JUNE, 1997, personally appeared the above named Curtis D. Walker and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Notary Public for Oregon  
My commission expires: 5-15-00

Page 6 - BYLAWS
WESTLAKE ESTATES

A SUBDIVISION SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, WITHIN A PORTION OF THE SOLOMON HEATER DONATION LAND CLAIM NO. 48, THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Sheet Index
Sheet 1: Plot, Curve Table.
Sheet 2: Boundary, Narrative, Monument Notes.
Sheet 3: Surveyor's Certificate, Declaration, Acknowledgements, Legend, Approvals, Notes.

Sanitary Sewer Detail
Detail of sanitary sewers, including coordinates and distances.

Sanitary Sewer Easement for the benefit of the City of Newberg.

INITIAL POINT:
15' Iron Pipe & Cross Cup, SE corner of the Solomon Heater D.L.C. No. 48 and the SW corner Benjamin Hester D.L.C. 50 and on the south line of Subdivision, 320 feet N of the NW corner.

State Plane Coordinates:
N: 6098533.09640
E: 757272.0040
SPC ZONE: Oregon North
DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WESTLAKE ESTATES, an Oregon Limited Liability Company, is the owner of the lands, in fee, and is the developer of the lands and we, GEORGE K. AUSTIN, JR. and JOHN O. AUSTIN, are the co-trustees of Trust Deeds, as recorded in Instrument No. 199511546 and Instrument No. 199511547, on the 30th of August, 1995, Yamhill County Deed Records, of the lands represented on the attached map and more particularly described in the Surveyor’s Certificate and have caused said lands to be surveyed and plotted into streets and easements as shown and noted on the attached map, in accordance with the provisions of the respective O.R.S. and standards of the City of Newberg, to be dedicated on WESTLAKE ESTATES. We, the undersigned do hereby declare for the public use forever all streets right of ways and easements for the purposes shown and noted on the attached map.

Curtis D. Walker,
Representative for 3MAL Investment Company, LLC, on Oregon Limited Liability Company, Daniel Unger, President, for and member of WESTLAKE ESTATES, on Oregon Limited Liability Company.

ACNOWLEDGMENT

STATE OF OREGON

COUNTY OF YAMHILL

On this 13th day of November, 1995, did personally appear before me, a Notary Public for the State of Oregon, CURTIS D. WALKER, a representative for and a member of 3MAL Investment Company, LLC, an Oregon Limited Liability Company, who executed the foregoing instrument on behalf of WESTLAKE ESTATES, LLC, on Oregon Limited Liability Company, and who did say that he executed said instrument truthfully and voluntarily.

V cyt D. Walker,
Affiant.

APPROVALS:

City of Newberg

Community Development Director

City of Newberg

Yamhill County Treasurer

Yamhill County Treasurer

Yamhill County Treasurer

Yamhill County Treasurer

Yamhill County Treasurer

NOTES:

1) 10’ wide storm sewer easement for the benefit of the City of Newberg.
2) 10’ wide storm sewer easement for the benefit of Lots 25 and 26.
3) All lots abutting the margin of Westlake Loop are subject to a 10’ wide utility easement along said margin.
4) All lots are subject to a maintenance agreement that will create a home owners’ association that will assign responsibility for maintenance of all common landscape areas and all other common ownership features.
5) Lots 1, 2, 3, 21, 22 and 23 are subject to a common landscape and restrictions recorded in Instrument No. 199511527.
6) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 199511527.
7) Access directly onto Creekside Drive from Lots 1, 2, 3, 21, 22 and 23 is prohibited.

SURVEYOR’S CERTIFICATE

Matt Duncel, a Registered Professional Surveyor in the State of Oregon, hereby deposes and says that during the month of November, 1995, through the month of:

1) Accurately surveyed, subdivided and platted into lots, and aseated, in accordance with the provisions of the respective O.R.S. and standards of the City of Newberg, the lands represented on the attached map, the boundary of which is described as follows:

Receitng at the INFLIGHT, on two pipe and brass cap set by Yamhill County of the southwest corner of the Solomon Huster Donation Land Claim, said point also being at the southeast corner of the Benjamin Huster Donation Land Claim No. 30 and on a point in the north line in the section of the Sebastian Britsker Donation Land Claim No. 51 and a point on the north line of the SPRING MEADOW SUBDIVISION – Stage 2, a duly and recorded subdivision; thence North 89.04’ West 528.00 feet along the north line of said SPRING MEADOW SUBDIVISION – Stage 2 to the southeast corner of the BATES MEADOW, a duly recorded subdivision, said southeast corner is on record as being 838 feet west of the southeast corner of the Solomon Huster D.L.C.; thence North 00°10’25” West 528.37 feet along the east line of OXYER MEADOW to the centerline of Creekside Drive; thence South 89.04’ East 528.72 feet along said centerline to the west line of OXER LAKE ESTATES, a duly recorded subdivision, said line on record as being due line said Solomon Huster D.L.C.; thence South 00°10’25” East 528.36 feet to the INITIAL POINT, containing 7,741 acres, more or less.

Matt Duncel,
Matt Duncel, PLS No. 1442
Matt Duncel & Assoc.
10601 NW Baker Creek Rd.
McKinnon, OR 97128

LEGEND

- monument, found, flush to 0.2’ down, in good condition unless otherwise noted. Origin stated if known.
- stake 5/8” iron rod with yellow plastic cap marked “Duncel PLS 1942”
- x = existing fence line
- I = dote of record
- = easement
- = Landscape and Well easement
- = Creekside Drive Dedication Strip

Sheet 3 of 3