

AFTER RECORDING RETURN TO:

Caleb A. Williams
Saalfeld Griggs PC
PO Box 470
Salem, Oregon 97308

RECORDED IN POLK COUNTY
Valerie Unger, County Clerk

2008-008475



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RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR WEST MEADOWS ESTATES
Polk County, Oregon

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS are made by the members of West Meadows Estates Homeowners Association, Inc., an Oregon nonprofit corporation, effective upon the date of recordation of this instrument in Polk County, Oregon.

RECITALS

A. Wyant Family Trust (hereinafter, the "Subdivider"), was the original owner of all of the real property described in the attached Exhibit "A" (hereafter the "property"). Subdivider has created and sold lots in a number of phases to various owners. Subdivider continues to improve and subdivide portions of the real property in several phases. Each complete phase and all future phases together shall be referred to as the "Subdivision," as the context requires.

B. Donald R. Wyant, Sr., Deloris M. Wyant, Donald R. Wyant, Jr. and Deborah Lee Wyant recorded a Declaration of Covenants and Restrictions for West Meadows Estates against a portion of the Subdivision on November 7, 2003 at Document No. 2003-022489, in the Real Property Records of Polk County (the "2003 Declaration").

C. West Meadows Estates Development Co., Inc. recorded a Declaration of Covenants and Restrictions for West Meadows Estates on March 2, 2004, Document No. 2004-005034, as amended by the terms of that Declaration of Covenants and Restrictions recorded on April 2, 2004 as Document No. 2004-005034, against other portions of the Subdivision (the "2004 Declaration"), the terms of which were substantially similar as the 2003 Declaration. The 2003 Declaration and the 2004 Declaration shall hereinafter collectively be referred to as the "Original Declarations."

D. At least seventy-five percent (75%) of the owners within West Meadows Estates have consented to an amendment and restatement of the Original Declarations in order to correct errors in the Original Declarations and to clarify the owners' and Subdivider's rights and obligations as set forth herein. The owners now wish to record the Restated

Declaration of Covenants, Conditions and Restrictions for West Meadows Estates (hereafter the "Restated Declaration") to replace the Original Declarations in full.

E. In order to provide for the orderly development of the property and provide for consistent development and construction within the Subdivision, the West Meadows Estates Homeowners Association, Inc. hereby adopts these restated covenants, conditions and restrictions to apply to all development and construction upon the property and to replace and terminate the Original Declarations.

CONVENANTS, CONDITIONS AND RESTRICTIONS

1. **RECITALS:** The recitals set forth above are incorporated herein by this reference.
2. **NAME AND CLASS OF SUBDIVISION:** This name by which the Subdivision is to be identified is West Meadows Estates. West Meadows Estates shall be a Class I planned community, as defined under the Oregon Planned Community Act, and subject to ORS 94.550-94.783.
3. **COVENANTS RUN WITH THE LAND:** All of the covenants, conditions and restrictions contained in this instrument shall run with the land described in the attached Exhibit "A." No land, parcel or lot upon the property shall be conveyed, except subject to all these covenants, conditions and restrictions. All of these covenants, conditions and restrictions are declared inserted by reference in any and all deeds to any part of the Subdivision. These covenants, conditions and restrictions are binding on and inure to the benefit of the owners of all lots within the Subdivision (each an "Owner").

The Subdivision may be developed in one or more phases. Each phase of the Subdivision shall be considered as a part of the entire Subdivision for the purpose of the application of these covenants, conditions and restrictions.

4. **ARCHITECTURAL CONTROL COMMITTEE:** There is hereby established an Architectural Control Committee for the Subdivision. The members of the Architectural Control Committee shall have the power and duties as provided herein.

The members of the Architectural Control Committee shall be appointed by the Subdivider and shall serve at the pleasure of the Subdivider until such time as the Subdivider transfers administrative control of the West Meadows Estates Homeowners Association, Inc. (hereafter that "Homeowners Association") to the Owners. Thereafter the members shall be appointed by the Board of Directors of the Homeowners Association. Until such transfer, the Subdivider shall keep a record of all members of the Architectural Control Committee at its corporate offices.

5. **PRIOR APPROVAL OF PLANS:** No Owner shall erect, place or alter any building or other structure in this Subdivision until the building plans, specifications, exterior design, color and plot plan have been approved in writing by the Architectural

Control Committee. The Architectural Control Committee review shall include, but not be limited to, review of the size, conformity, value, location, and harmony of the external design with the existing structures in the Subdivision and with the requirements included in this Restated Declaration, and as to the location of the building with respect to the topography and finished ground elevation.

The Architectural Control Committee shall have the right to require all applications for approval be submitted on forms to be provided by the Committee, or in a format which facilitates its review of proposed structures.

Applications submitted to the architectural control committee shall be deemed approved if the Architectural Control Committee does not advise the applicant of objections within thirty (30) days following submission.

The Architectural Control Committee shall withhold consent for the construction of all manufactured housing in the Subdivision including, but not limited to, mobile homes and modular homes.

6. **SIZE OF STRUCTURES:** All buildings within the Subdivision shall be single-family dwellings or ancillary structures customarily constructed in conjunction with a single family residence. No duplexes or other multiple unit structures shall be built within the Subdivision without the prior written consent of the Architectural Control Committee.

No dwelling shall be erected or placed upon any lot which has an area of less than one thousand eight hundred (1,800) square feet unless otherwise approved by the Architectural Control Committee. Garages, porches, overhangs, outside steps, eaves and basements shall not be included in the calculation of the square footage.

No dwelling shall be commenced, erected or completed which occupies fewer square feet of livable floor area that is specified in the following table:

ONE STORY . . . a minimum of 1800 square feet, plus a minimum two car garage.

TWO STORY . . . a minimum of 1800 square feet, plus a minimum two car garage, with no less than 1200 square feet on the ground floor.

Basement or cellar areas (including daylight basement areas) shall not be included in the calculation of livable floor area.

No dwelling shall be commenced, erected or completed of which any portion, other than normal eaves or overhangs, is nearer to the street or sideline on which it the most closely abuts, than is specified in the following table:

FRONT SETBACK . . . twenty (20) feet.

SIDE SETBACK . . . six (6) feet on all buildings.

Dwellings that are nearer to the street than permitted by this Restated Declaration at the time it is recorded in the real property records of Polk County shall not be deemed in violation of this Section. The Architectural Control Committee may permit a side setback of five (5) feet upon its determination that a dwelling cannot meet the minimum square footage requirements of this Section unless a variance from the side setback minimum is granted.

7. EASEMENTS: Easements for the installation and maintenance of utilities, drainage facilities, recreation facilities, and other facilities are reserved as shown on the plat of the Subdivision. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of the easement, or obstruct the flow of water in any drainage channel or pipeline. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority may be responsible.

In addition, the Subdivider hereby reserves an easement over each lot that abuts Doaks Ferry Road NW or Orchard Heights Road NW for the purpose of erecting and maintaining a wall and landscaping along the property line adjacent to the road. The Subdivider may affix signage and markers to the surface of the wall facing the road. The Subdivider may transfer the wall, together with the easement rights reserved herein, to the Homeowners Association, which thereafter shall be solely responsible for it as Common Property, defined below.

8. BUILDING MATERIALS: All building materials to be incorporated into and visible as a part of any building or other structure in the Subdivision may be regulated by the Architectural Control Committee.

In particular, all roofing material for any building or structure shall be made of wood (shake or shingle) bartile, or 30-year architectural composition shingles unless otherwise approved in writing by the Architectural Control Committee.

All siding materials shall be natural wood, brick or stone. Other man-made lap siding materials may be used if approved in advance by the ACC. In addition, the following design requirements are to apply unless otherwise approved in writing by the Architectural Control Committee:

- a. No metal clips, metal joints, or other easily visible fasteners may be used;
- b. The material must be nailed on 16 inch centers;

- c. Twenty percent (20%) of all sides facing a public street, excluding areas devoted to windows, entry doors, and garage doors, shall have masonry finish. Masonry materials must be approved by the Architectural Control Committee.
- d. No T1-11 or other of vertical plywood type siding will be applied without express approval of the Architectural Control Committee.

Exterior finish shall be semi-transparent or solid stains in earthtone colors unless otherwise approved by the Architectural Control Committee. The Architectural Control Committee shall have thirty (30) days following receipt of a color sample of all exterior finishes to grant approval.

The Architectural Control Committee may, from time to time, provide written guidance to Owners concerning approved building materials and techniques. Such a written guidance may include a list of pre-approved substitute materials for roofing and siding, together with the approved applications of those materials.

8. LANDSCAPE, HEDGES AND FENCES: All front and side yards must be completely landscaped within six (6) months of receipt of the occupancy permit for a dwelling. All grounds and related structures shall be maintained in harmony with the surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be planted or allowed to grow.

No fence or hedge shall be erected, placed or permitted to remain on any lot unless approved by the Architectural Control Committee. Fences and hedges shall not exceed six (6) feet in height. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings. Fences and hedges within six (6) feet of the brick or stone wall along Orchard Heights Road NW and Doaks Ferry Road NW may not exceed the height of the brick wall at the point where the fence is nearest to the wall, and shall taper to the height of the wall over the adjacent six (6) feet.

No high output exterior lighting, including, but not limited to, mercury vapor and halide lights, shall be installed without prior approval of the Architectural Control Committee.

Not less than seventy-five (75%) percent of all walks and drives on any lot must be constructed of exposed aggregate concrete unless other materials are approved in advance by the Architectural Control Committee.

Planting of new trees or shrubs that would exceed the height of the ridgeline of the roof of the dwelling on the same lot is prohibited without Architectural Control Committee approval. All plantings which grow higher than the ridgeline of the roof of the house on any lot must be pruned, topped, or otherwise limited to grow no higher than the ridgeline of the roof of the house.

No tree over ten (10) feet tall shall be removed without the approval of the Architectural Control Committee.

9. NO REZONING OR REDIVISION: No property within the Subdivision may be rezoned or redivided without the written consent of the Architectural Control Committee.

10. NO ANIMALS: No animals of any kind shall be raised, bred or kept in the Subdivision, except dogs, cats or other household pets so long as they are not bred, maintained or kept for commercial purposes. No animal of any kind, including dogs and cats shall be allowed to interfere with the quiet enjoyment of the other residents in the Subdivision, or permitted to be untended upon the streets or upon lots of other Owners.

11. NO COMMERCIAL USE: No property of the Subdivision shall be used for business or commercial purposes. No Owner or occupant of property within the Subdivision shall park, or permit to be parked, a commercial vehicle such as log trucks, dump trucks, tractor-trailer rigs, or any other vehicle except passenger automobiles (including pickups) upon property, including streets, in the Subdivision. No Owner or occupant shall permit, initiate, or carry on any obnoxious or offensive activities within the Subdivision or allow conditions on any parcel to become a nuisance or annoyance to the other Owners or occupants.

No commercial signs shall be erected on the property except real estate sales signs of not more than five (5) square feet advertising property within the Subdivision for sale or rent, and signs on the wall facing Orchard Heights Road NW or Doaks Ferry Road NW.

12. SCREENING: Trash, garbage and other waste shall be kept in sanitary containers, screened from public view. No lot shall be used as a dumping ground for trash, garbage, waste or debris.

All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise attenuation. Placement of all such devices shall be subject to Architectural Control Committee approval.

All boats, trailers, recreational vehicles, equipment, campers and the like must be parked off the streets of the Subdivision, and must be screened from view from the streets and adjacent lots to the extent possible with no greater than six (6) foot high screening approved by the Architectural Control Committee.

Owners or occupants within the Subdivision shall not engage in nor continue uses which unreasonably interfere with use of other property within the Subdivision. The following activities shall conclusively be deemed as unreasonable interference with other property in the Subdivision unless approved in advance by the Architectural Control Committee:

- a. Construction of passive solar systems that reflects light on to other lots.
- b. Construction and maintenance of exterior radio and television and antennae and other receptors, including satellite dish type antennae larger than 40 inches in diameter. Satellite dishes shall be placed in the rear of dwellings and screened from view from the street to the extent not prohibited by law.
- c. Construction and maintenance of flag poles.

Passive solar heating systems may be allowed by the Architectural Control Committee if the panels or collectors are integrated into the structures with regard to the overall appearance and design, and no rights of the abutting landowners are adversely impacted.

13. **COMPLETION OF IMPROVEMENTS:** All structures, including flat work and landscaping, constructed within the Subdivision shall be erected and completed within one year after the commencement of construction. All remodeling, reconstruction, or enhancement of the structures shall be completed within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit has been obtained, the date upon which lot clearing, demolition or remodeling commenced.

14. **HEIGHT RESTRICTIONS:** Certain lots, to be identified by Subdivider as development occurs, shall have height restrictions included in their deeds. It is the intention of the Subdivider that such restrictions shall be for the benefit of each Owner of a lot in the Subdivision and all Owners may enforce the restrictions as third-party beneficiaries.

To determine the highest point of the dwelling, building or structure, measurement shall be taken where the structure intersects the ground at the highest point of the natural slope. Natural slope shall mean the slope or grade that existed on the date of the original sale by the Subdivider.

The height of plants and shrubs is also restricted under the provisions of paragraph 8, herein.

15. **MAILBOXES AND NEWSPAPER RECEPTACLES:** All mailboxes and newspaper receptacles shall be of the standard design initially approved by the Architectural Control Committee. All replacements shall be of the same design.

16. **RULES AND REGULATIONS:** The Board from time to time may adopt, modify or revoke rules and regulations governing the conduct of persons and the operation and use of the property as it may deem necessary or appropriate in order to ensure the peaceful and orderly use and enjoyment of the property including a schedule of fines that

may be levied for violations of this Restated Declaration or the rules or regulations. Such action may be modified by a vote of not less than 2/3 of the members of the Homeowners Association voting in person or by proxy at a meeting duly called for this purpose. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each owner and shall be binding upon all Owners and occupants of any portion of the property from the date of delivery.

17. COMMON PROPERTY: The "Common Property" in the Subdivision consists of the wall and landscaped areas either reserved by easement in this Restated Declaration or as identified on the plat of a phase of the Subdivision, along with the sprinkler and irrigation system serving the landscaped areas. "Common Property" does not include the gate and driveway serving lot 154, the maintenance of which is the obligation of the owner of such lot. Subdivider shall convey any interest it has in the Common Property to the Homeowners Association within ninety (90) days of turnover of control of the Homeowners Association to the owners. The Homeowners Association will be responsible for maintenance of the Common Property. The Homeowners Association shall maintain the Common Property in a good and attractive manner, and in a manner consistent with the Subdivision and its surroundings. Subject to the provisions of this Declaration, the Bylaws, and rules and regulations of the Association, every owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every lot. 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 Common Property. Except for grants of easements for utility-related purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by eighty percent (80%) of the votes of members.

18. WEST MEADOWS ESTATES HOMEOWNERS ASSOCIATION, INC.: Until such time a Homeowners Association is formed and Subdivider passes control to the Owners by written notice or turnover meeting, the Subdivider shall have the right to appoint the Board of Directors and control all functions of the Homeowners Association.

Subdivider expects to delegate from time to time to the Homeowners Association responsibilities which the Subdivider has assumed pursuant to this Restated Declaration. Subdivider will eventually delegate all responsibilities to the Owners such that the Owners will control the Homeowners Association. Subdivider shall transfer administrative control to the Homeowners Association no later than ninety (90) days following the recording of this Restated Declaration in the real property records of Polk County, Oregon.

Subdivider shall have the right to organize the Association on such basis as shall appear to Subdivider to be the most advantageous to the lot Owners at the time of organization; subject, however, to the following conditions:

- a. The Homeowners Association shall be incorporated as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. Subdivider shall adopt and record Bylaws for the Homeowners Association.
- b. The articles of incorporation of the Homeowners Association shall provide for its perpetual existence, but in the event the Homeowners Association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event all of the power, and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidence by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible any such successor unincorporated association shall be governed by the articles of incorporation and bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association;
- c. The articles of incorporation of the Homeowners Association shall provide that each lot Owner shall be a member of the Homeowners Association with one vote for each lot owned by him or her. The articles shall provide that representation of each Owner through membership in the Homeowners Association shall commence, exist and continue simply by virtue of ownership of the lot, shall expire automatically upon termination of such ownership and need not be confirmed or evidenced by any certificate or acceptance of membership;
- d. The articles of incorporation shall provide that the Homeowners Association will at any time and from time to time accept the responsibilities of the Subdivider contained in these Covenants, Conditions and Restrictions as Subdivider may delegate such responsibilities to the Homeowners Association. The Homeowners Association shall use assessments to enable it to carry out the responsibilities which it assumes. Also, the articles of incorporation shall provide that the Homeowners Association will accept title to the private ways and common areas within the Subdivision at such time as Subdivider may elect to convey the same to the Homeowners Association;
- e. The articles of incorporation of the Homeowners Association shall provide that the Homeowners Association shall exercise and perform all of the following powers and obligations:
 - (i) The powers and obligations delegated, conveyed or otherwise assigned to the Homeowners Association by the Subdivider;

- (ii) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon; and
 - (iii) Any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the Homeowners Association pursuant to these covenants, conditions and restrictions, or otherwise promoting the general benefit of Owners within the Subdivision.
- f. The articles of incorporation of the Homeowners Association shall be subject to amendments as provided in the Oregon nonprofit corporation law and the bylaws of the Homeowners Association and shall be subject to amendments by the Board of Directors of the Homeowners Association.

Neither the Homeowners Association or any officer or director thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Homeowners Association, provided only that the Homeowners Association, in accordance with actual knowledge possessed by it, acted in good faith.

To the extent permitted by law, neither the Subdivider nor any officer or director thereof shall be liable to any Owner or to the Homeowners Association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Subdivider, provided only that the Subdivider, in accordance with actual knowledge possessed by it, acted in good faith. To the extent permitted by law, the Subdivider shall have no further liability for any matter related to the Subdivision from and after transfer of control of the Homeowners Association to the Owners.

19. **MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS ASSOCIATION:** Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot or a purchaser in possession of a lot under a land sale contract shall be a mandatory member of the Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Homeowners 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 Homeowners Association. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members and shall exercise their vote for the lot or as they determine; provided, that in no event shall more than one vote be cast with respect to any lot.

20. **RIGHT OF ASSESSMENT:** Subdivider, or after delegation as provided herein, the Homeowners Association, may assess the lots within the Subdivision for the maintenance of the common areas, the wall, enforcement of this Restated Declaration, administration of the Subdivision and other reasonably necessary activities related to the Subdivision. The assessments shall also be used to establish and maintain the

Homeowners Association. Assessments shall be uniform against all developed lots within the Subdivision. Undeveloped lots (those lots for which the City of Salem has not issued a building permit) shall not be assessed. The initial assessment shall be set by Subdivider based upon a reasonably established budget of the Association. Special assessments may be made in the event of an emergency as reasonably determined by the Board of Directors of the Association.

The Subdivider, or after delegation, the Board of Directors of the Homeowners Association shall have the power to set the amount of all assessments, provided however, that the Board shall not increase the amount of the annual assessment by more than 25% over the prior assessment, nor impose a special assessment, without a majority vote of all the members of the Homeowners Association at an annual or special meeting.

Each assessment or fine levied or imposed pursuant to this Restated Declaration, together with interest thereon, shall be a separate, personal debt and obligation of the Owner of the lot against whom the assessment is levied or imposed. All assessments, together with interest thereon and together with attorney fees and costs of collection of these fees as hereinafter provided, shall be a continuing lien upon each Lot, as provided by ORS 94.709. Each assessment, together with interest thereon, attorney fees and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due, as well as a lien on the Owner's respective Lot. The lien of the assessment shall run with the Lot and be binding on subsequent Owners of the Lot. Such lien shall be subordinate to the lien of any mortgage upon any lot which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Subdivider or Homeowners Association may commence proceedings to foreclose on any such lien at any time within six (6) years following the date of such filing.

21. **AUTHORITY TO ENFORCE AND COLLECT:** The Board of Directors may take prompt action against any violator to enforce the provisions of the Restated Declaration, Bylaws, rules and regulations adopted pursuant thereto, including levying reasonable fines for violations of the Restated Declaration, Bylaws, rules and regulations and taking prompt action to collect any unpaid assessment. In doing so, the Board of Directors may exercise one or more of the remedies, separately or concurrently, specified in the Restated Declaration or Bylaws, as well as any other remedies which may be available at law. In addition, any aggrieved Owner may bring an action to recover damages or to enjoin, abate, or remedy any noncompliance or breach by appropriate legal proceedings.

In the event that the Subdivider or Homeowners Association shall bring any suit or action to enforce any provision contained in the Restated Declaration, to collect any money due hereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Subdivider or Homeowners Association all costs and expenses which the Subdivider or Homeowners Association shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be

reasonable as attorney's fees therein, including attorney's fees incurred in connection with any appeal from a decision of the trial court or an immediate appellate court.

22. RESERVE ACCOUNT: The Homeowners Association shall maintain a reserve account or accounts for repair or replacement of those structures or improvements, including any fences, sidewalks, retaining walls and irrigation systems and other improvements on the Common Property, which will normally require replacement in more than three (3) and less than thirty (30) years, taking into account the estimated remaining life of such items and the replacement cost thereof. The reserve account or accounts will be funded out of the annual assessments each year. The initial reserve amount shall not be decreased, nor shall the funds be used for any purpose other than defraying all or part of the costs of major repair or replacement as provided herein or allowed by law, except by Board approval. The Board shall invest the reserve funds in an insured interest-bearing account until needed.

23. RIGHT OF ENTRY: The Subdivider, Homeowners Association or any member of the Architectural Control Committee may at any reasonable time, and from time to time at reasonable intervals, enter upon any lot within the Subdivision for the purpose of determining whether or not the use of such lot or improvement thereon is in compliance with this Restated Declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the Owner or occupant of such lot.

24. MISCELLANEOUS PROVISIONS:

- a. AMENDMENTS AND REPEAL. Any provisions of this Restated Declaration may at any time be amended or repealed or provisions may be added by consent of seventy-five percent (75%) of the Owners.

In addition to any procedures for amendment or repeal allowed by law, the Owners shall be deemed to have consented to the amendment or repeal of a provision contained in this Restated Declaration or to the addition of a new provision if the following procedure shall have been followed:

- (i) The Board of Directors of the Homeowners Association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional provision and directed that it be submitted to a vote at a meeting of the members, which may be either an annual or special meeting, or by ballot vote.
- (ii) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each Owner at least ten (10) days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

- (iii) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered, the proposed amendment, provision for repeal or proposed additional provision shall be submitted to a vote of the members.

Any amendment or repeal of a provision of this Restated Declaration or additional provision shall become effective upon the affirmative vote of at least seventy-five percent (75%) of the Owners and the filing in the real property records of Polk County, Oregon of a certificate of the president of the Homeowners Association setting forth amendment and/or addition in full and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required herein.

- b. **JOINT OWNERS:** In any case in which two or more persons share the ownership of any lot, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of this Restated Declaration shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire membership interest; provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors of the Homeowners Association and a vote or right of consent made by such Owners shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- c. **CONSTRUCTION AND; SEVERABILITY; NUMBER; CAPTIONS.** This Restated Declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this Restated Declaration. And nevertheless, each provision of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.
- d. **NOTICES:** Any notice permitted or required by this Restated Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished twenty-four (24) hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:
 - (i) If to the Architectural Control Committee or the Subdivider:

Donald R. Wyant, Sr.
P. O. Box 17008


Salem, Oregon 97305


- (ii) If to an Owner, at the address given at the time of his or her purchase of the lot or at the address of his or her lot within the Subdivision, at the option of the person giving the notice.

- e. These covenants or right of the land shall be binding upon all parties and all persons claiming under them until January 1, 2025, at which time this Restated Declaration shall be automatically extended for successive 10-year periods, unless by a vote of at least seventy-five percent (75%) of the Owners it is agreed to change or revoke this Restated Declaration in whole or in part.

In Witness Whereof, the undersigned hereby certify that this Restated Declaration is hereby adopted by the members of the West Meadows Estates Homeowners Association, Inc. on May 16, 2008, in accordance with the Original Declarations and the Oregon Planned Community Act to be effective upon its recordation in the real property records of Polk County, Oregon.

West Meadows Estates Homeowners
Association, Inc.

By: 
Donald R. Wyant, Sr., President

By: 
Douglas Wyant, Secretary

STATE OF OREGON)
County of Marion) ss.
)

On this 24 day of June, 2008, personally appeared Donald R. Wyant, Sr., President of West Meadows Estates Homeowners Association, Inc., an Oregon corporation, and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:



Della SENEY
Notary Public for Oregon
My Commission Expires: 11-18-09

STATE OF OREGON)
County of Marion) ss.
)

On this 17 day of June, 2008, personally appeared Douglas Wyant, Secretary of West Meadows Estates Homeowners Association, Inc., an Oregon corporation, and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:



Della SENEY
Notary Public for Oregon
My Commission Expires: 11-18-09

Exhibit A

Phase 1:

Lots 1 through 27 and 30 through 59 and Tracts A and B, West Meadows Estates No. 1, City of Salem, Polk County, Oregon.

Parcels 1 and 2, Partition Plat No. 2006-32, City of Salem, Polk County, Oregon.

Phase 2:

Lots 60 through 75 and Tract A, West Meadows Estates No. 2, City of Salem, Polk County, Oregon.

Phase 3:

Lots 76 through 93 and 95 through 151 and Tracts A, B, C and D, West Meadows Estates No. 3, City of Salem, Polk County, Oregon.

Parcel 1, Partition Plat No. 2006-31, City of Salem, Polk County, Oregon.

Phase 4:

Lots 152 through 161 and Tract A, West Meadows Estates No. 4, City of Salem, Polk County, Oregon.

Phase 5:

Lots 162 through 217 and 219 through 227, and 229 through 251 and Tracts A, B, C, D and E, West Meadows Estates No. 5, City of Salem, Polk County, Oregon.

Parcel 2, Partition Plat No. 2006-31, City of Salem, Polk County, Oregon.

Parcel 3, Partition Plat No. 2006-32, City of Salem, Polk County, Oregon.

Phase 6:

Lots 252 through 311 and Tract A, West Meadows Estates No. 6, City of Salem, Polk County, Oregon.

CONSENT RESOLUTION

WHEREAS, the undersigned are the Directors of **West Meadows Estates Homeowners Association, Inc.**, an Oregon non-profit corporation (the "**Association**"); and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Oregon Non-Profit Corporation Act; and

WHEREAS, the Association is currently governed by a Declaration of Covenants and Restrictions (the "**Existing Declaration**") that was recorded against each lot within West Meadows Estates by the developer of West Meadows Estates (the "**Subdivider**"); and

WHEREAS, the Existing Declaration calls for the formation of a homeowners association and the transition of control of the Association from the Subdivider to the homeowners, and in September of 2006 the Subdivider began the process of organizing the Association; and

WHEREAS, the Subdivider has recognized that the existing Declaration has a number of errors and unclear provisions that need to be corrected in order to allow for the efficient operation of the Association, including questions as to the amount of annual assessment the Association may charge against each lot, what portions of West Meadows Estates are common property, and whether the Association has the ability to enforce the Existing Declaration in its current state; and

WHEREAS, the Subdivider has presented these concerns to the homeowners and worked with its legal counsel and an attorney for a number of the homeowners within West Meadows Estates in order to prepare a Restated Declaration of Covenants, Conditions and Restrictions for West Meadows Estates (the "**Restated Declaration**"), a copy of which is attached hereto as **Exhibit 1**, and by this reference made a part hereof, that corrects the errors in the Existing Declaration and clarifies those items discussed above; and

WHEREAS, the Subdivider also has had legal counsel prepare Bylaws for West Meadow Estates Homeowners Association, Inc. to govern the operation of the Association, which have been reviewed by an attorney for a number of homeowners, a copy of which is attached hereto as **Exhibit 2**, and by this reference made a part hereof; and

WHEREAS, Subdivider has presented to the Board of Directors the Restated Declaration and the Bylaws and the Board of Directors wish to approve the same and submit these documents to the homeowners for a vote by written ballot.

NOW, THEREFORE, the following resolutions are unanimously adopted:

BE IT RESOLVED, that the Restated Declaration is hereby approved in the state presented to the Board.

BE IT FURTHER RESOLVED, that the Bylaws of the Association are hereby approved in the state presented to the Board.

BE IT FURTHER RESOLVED, that the Board of Directors of the Association hereby authorize the submission of the Restated Declaration and the Bylaws to the lot owners within West Meadows Estates for a vote by written ballot.

BE IT FURTHER RESOLVED, that the Officers, agents and Directors of said Corporation are authorized to execute any and all documents which they may determine to be reasonably necessary to effectuate such resolutions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of March 1, 2008.



Don R. Wyant, Sr., Director



Douglas Wyant, Director

AFTER RECORDING RETURN TO:

Caleb A. Williams
Saalfeld Griggs PC
PO Box 470
Salem, Oregon 97308

BYLAWS
OF
WEST MEADOWS ESTATES HOMEOWNERS ASSOCIATION, INC.
an Oregon nonprofit corporation

1. Plan of Lot Ownership; Definitions

1.1 *Bylaws Applicability*

These Bylaws apply to the lots in West Meadows Estates, a subdivision in Polk County, Oregon (the "**Property**"), which is subject to a Restated Declaration of Covenants, Conditions and Restrictions for West Meadows Estates, recorded in the real property records of Polk County, Oregon (the "**Declaration**").

1.2 *Personal Application*

All present or future owners, tenants and occupants, 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.

1.3 *Definitions*

Capitalized terms used but not defined herein shall have meanings attributed to them in the Declaration.

2. Membership and Voting Rights

2.1 *Members*

Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot, or a purchaser in possession under a land sale contract for a lot in West Meadows Estates (each a "**Lot**") shall be a mandatory member of the West Meadows Estates Homeowners Association, Inc. (the "**Association**"). The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. 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.

2.2 Voting Rights

Members of the Association shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members and shall exercise their vote for said Lot as they determine; provided, however, that in no event shall more than one vote be cast with respect to any one Lot.

2.3 Designation of Voting Rights

The owner of any Lot (the "**Owner**") may designate another person to vote for such Owner, for any specified period not to exceed three (3) years, provided such designation is given in writing to the Board of Directors of the Association at least ten (10) days before such designated party wishes to vote. The Board of Directors of the Association may waive or shorten the period for notice required under this Section.

2.4 Subdivider Control

The Subdivider hereby reserves administrative control of the Association until such time as Subdivider transfers control to the members, but in no event later than the Turnover Meeting described in Section 3.4 below. The Subdivider, in its sole discretion, shall have the right to appoint and remove members of a three-member Interim Board of Directors, which shall manage the affairs of the Association, and which shall be invested with all powers and rights of the Board of Directors. Notwithstanding the provisions of this Section 2.4, at the Turnover Meeting discussed below, at least one (1) Director shall be elected by members other than the Subdivider, even if the Subdivider otherwise has voting power to elect all Directors.

2.5 Transitional Advisory Committee

The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from the Declarant to the other members. Not later than thirty (30) days after recording of these Bylaws, the Declarant shall call a meeting of members either in person or by ballot, for the purpose of selecting a Transitional Advisory Committee. The committee shall consist of three (3) members. The members other than the Declarant shall, by majority vote, elect two (2) members, and the Declarant shall appoint one (1) member. The committee shall have reasonable access to such information and documents as the Declarant is required by law to make available. If the Declarant fails to call the meeting required under this section, any other member may do so.

The function of the transitional committee shall be to facilitate transition from control of the administration of the Association by the Declarant to control by the members. The committee shall have access to the information, documents and records which the Declarant must turn over to the members under the Oregon Planned Community Act.

The Declarant shall give notice of the meeting required under this Section to each member at least five (5), but not more than sixty (60) 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 to be held in person. If such meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by a member. If the members, other than the

Declarant, do not select members for the committee under this section, the Declarant shall have no further responsibility to form the committee.

2.6 Suspension of Voting Rights

The Board of Directors may restrict a member from casting any vote in any matter coming before the Association if at the time the member is delinquent in the payment of any assessment which has been levied by the Association against such member's Lot. For the purposes of this Section, unless the member and the Board of Directors of the Association have agreed to defer the payment of an assessment, a member shall be deemed delinquent in the payment of the assessment if the same is not paid in full within thirty (30) days after the Association mails or otherwise delivers a statement for the assessment to the member.

3. Meeting of Members

3.1 Annual Meetings

Annual meetings of the membership of the Association shall be held during the month of June each year, beginning in the first such month following the adoption of these Bylaws. Provided, however, that if the annual meeting for the year is not held during such month, it may be called at any subsequent time by the President, a majority of the Board of Directors, or members holding not less than twenty percent (20%) of the membership votes.

3.2 Special Meetings

Special meetings of the membership shall be held upon the call of the President or a majority of the Board of Directors, or pursuant to a petition signed by members holding at least thirty percent (30%) of the votes. Meetings called upon a petition of members shall be held in person at a formal gathering, rather than by ballot as provided in Section 7 of this Article.

3.3 Turnover Meeting

The Subdivider shall call a meeting for the purpose of turning over administrative control of the Association from the Subdivider to the other members within ninety (90) days of the recording of the Declaration (the "**Turnover Meeting**"). The Subdivider shall give notice of the Turnover Meeting to each member as provided in the Bylaws. If the Subdivider does not call the meeting required under this Section, any member may do so.

At the Turnover Meeting the Subdivider shall relinquish control of the administration of the Association to the members, and the members shall elect a Board of Directors in accordance with the provisions of Section 4 of these Bylaws. Additionally, the Subdivider shall deliver to the Association those items specified in the Oregon Planned Community Act to be turned over by the Subdivider at the Turnover Meeting if such items exist.

3.4 Place of Meeting

Meetings of the membership of the Association shall be held at such suitable place convenient to the members as may be designated by the person or group calling the meeting in question.

3.5 Notice of Meeting

The Secretary shall mail or hand deliver notice of each meeting of the members to each member (or in cases where a Lot or living unit is owned by more than one person, to at least one of such Owners). The notice shall state the purpose of the meeting and the time and place where it is to be held. The notice shall be mailed or delivered at least five (5), but not more than sixty (60) days prior to such meeting or prior to the date when ballots for a ballot meeting are required to be returned. The mailing or delivery shall be to the member's address last given the Secretary in writing by the member. The mailed notice shall be deemed to have been received two (2) business days after the date on which they were mailed to the membership. The mailing or delivery of notices in the manner provided in this Section may be waived by any member, either before, during or after the meeting.

3.6 Ballot Meetings

Any meeting of the membership of the Association (except special meetings called by petition of members) may be by proxy ballot, as the Board may elect, rather than through a formal gathering. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposals specifically propounded on the ballot. The vote on matters considered through ballot meetings shall be determined by the Board within forty-eight (48) hours of the deadline of the return of ballots. Each member 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 ten (10) days after the ballots have been counted.

3.7 Quorum

Except where a specific action is required by the Declaration, the Articles of Incorporation or another provision of these Bylaws, a quorum for the transaction of any business shall consist of persons authorized to cast, in person or by proxy, not less than thirty percent (30%) of the votes of each class of membership. If at any meeting a quorum is not present or represented, the members entitled to vote thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

3.8 Majority Vote

Except for actions which require the vote or approval of a specified percentage of members, the majority vote of members (that is, those members holding over 50% of the voting rights allocated to the members) present in person or by proxy at the meeting at which a quorum is constituted shall be binding.

3.9 Proxies

Members may give proxies for their membership votes, provided that they are in writing and signed by the member (or, in the case where the member consists of more than one person, by at least one of such persons). Any proxy so given may be revoked at any time by the member granting it, and no proxy shall remain effective for a period longer than eleven (11) months.

3.10 Order of Business

The order of business at meetings of the members of the Association shall be as follows:

- 3.10.1 Ascertaining that a quorum is present in person or by representation;
- 3.10.2 Proof of notice of meeting or waiver of notice;
- 3.10.3 Reading, correction, and approval of minutes of previous meeting;
- 3.10.4 Reports of officers and committees, if any;
- 3.10.5 Election of Directors;
- 3.10.6 Unfinished business;
- 3.10.7 New business; and
- 3.10.8 Adjournment.

4. Board of Directors

4.1 Makeup of Board

The affairs of the Association shall be governed by a Board of Directors, consisting of at least three (3) but not more than five (5) persons. Initially, the Board shall consist of persons appointed by Subdivider, and these persons shall continue to serve as the Directors of the Association until the Turnover Meeting of the Association and until their respective successors are elected and qualified. The Board shall continue to consist of these persons until the membership elects to increase the Board at an annual meeting of the membership.

4.2 Election of Directors

At the first annual meeting of the Association, the membership shall elect at least one (1) person to serve on the Board of Directors for the ensuing year, and at least two (2) persons to serve on the Board of Directors for the ensuing two (2) years. Thereafter, the members of the Board of Directors shall serve staggered two (2) year terms.

4.3 Eligibility for Successive Terms

Any person may be elected to serve successive terms on the Board of Directors without limitation.

4.4 Removal of Directors

Any Director may be removed from office with or without cause upon a vote of not less than 2/3 of the remaining Directors at any meeting of the Board of Directors, or upon the 2/3 vote of the members at any meeting of the membership.

4.5 Initial Board Meeting

Immediately following the adoption of these Bylaws, the Board of Directors named in the Articles of Incorporation shall hold their initial meeting, at which they shall elect the officers of the Association, adopt the initial budget for the Association, levy and provide for the collection of the initial assessments against the Lots within the development, and establish reserve accounts for the eventual replacement of improvements situated on the Common Property.

4.6 Subsequent Board Meetings

Subsequent meetings of the Board of Directors shall be held from time to time upon the call of the President or of a majority of the Directors.

4.7 Notice of Meetings

Written or oral notice of each meeting of the Board of Directors shall be given to each Board member not less than two (2) days nor more than ten (10) days before the meeting. The requirement for such notice may be waived by the majority vote of the Directors present and voting at any meeting attended by not less than a majority of the entire Board of Directors.

4.8 Quorum; Voting

At all meetings of the Board of Directors, a quorum for the transaction of business shall be a majority of the persons then serving as Directors. Except as otherwise provided in these Bylaws or in the Declaration, all matters coming before the Board shall be decided by majority vote.

4.9 Meetings Open to Association Members

All meetings of the Board of Directors shall be open to any and all members of the Association, except under certain circumstances as provided by law; provided, however, that no member shall have a right to participate in the Board of Directors' meeting unless such member is also a Director. The President shall have the authority to exclude any member who disrupts a Board of Directors' meeting.

4.10 Notice to Association Members of Board of Directors Meetings

For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place on the Common Property at least three (3) days prior to the meeting. The posting of such notices shall be at a reasonable location which has been generally publicized to the members.

4.11 Vacancies on Board

Any vacancy occurring on the Board of Directors may be filled by the vote of the majority of the remaining Directors. Any person so selected shall thereupon serve out the remaining term of the departed Director, subject to the removal provisions of Section 4.4 above.

4.12 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 members.

5. Powers and Duties of Board of Directors

The Board of Directors shall have general authority and responsibility for the conduct of the business and affairs of the Association, in accordance with the Declaration, the Articles of Incorporation and these Bylaws. To carry into effect this general authority and responsibility, the Board shall have the power to:

5.1 General Exercise of Powers

Exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, its Articles of Incorporation or the Declaration and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

5.2 Employment of Third Parties

Employ a manager, an independent contractor or such other employees or agents as it deems necessary, and to prescribe their duties; provided, however, that unless otherwise approved by at least eighty percent (80%) of the membership, no management agreement, service contract or employment contract shall be in excess of three (3) years.

5.3 Association Budget

Determine and set the annual budget for the Association at least annually and provide a summary of the budget to all Owners within sixty (60) days of adoption. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect.

5.4 Rules and Regulations

Adopt and publish rules and regulations, including fees, if any, governing the use of common property and facilities, and the personal conduct of the members and their guests

thereon.

5.5 *Suspend Delinquent Members*

Suspend the right to use the common property with respect to an Owner during any period in which such Owner shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association. Such right may also be suspended for members, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Declaration or rules and regulations promulgated and adopted by the Board of Directors.

5.6 *Corporate Records*

Cause to be kept a complete record of all its corporate affairs, make such records available for inspection by any member or his agent and present an annual statement thereof to the members, all as more fully described in Section 7 of these Bylaws.

5.7 *Supervise Personnel*

Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

5.8 *Statement of Accounts*

Issue, upon demand by any member, a written statement setting forth whether or not any assessment has been paid and giving evidence thereof, for which a reasonable charge may be made.

5.9 *Financial Affairs*

Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate.

5.10 *Establish Assessments*

Fix annual assessments at an amount sufficient to meet the obligations imposed by the Declaration, at least thirty (30) days in advance of each annual assessment, and set the date(s) assessments are due.

5.11 *Notice of Assessments*

Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the assessment or first installment thereof.

5.12 *Liens for Delinquent Assessments*

Cause the lien against any Lot or living unit for which assessments are not paid within thirty (30) days after the due date to be filed and foreclosed or cause action at law to be brought against the Owner personally obligated to pay the same.

5.13 Maintenance of Common Property

Cause the common property owned by the Association to be maintained and pay all local taxes, as applicable.

5.14 Insurance

Procure, review and maintain in effect such casualty, flood, liability and hazard insurance, property damage insurance with extended coverage endorsements, and a fidelity bond meeting the insurance and fidelity bond requirements as required by the Declaration.

5.15 Deal with Association Property

Grant easements, leases, license and concessions through or over the Common Property; enter into mortgage agreements, given security and obtain capital debt financing subject to the provisions of the Declaration; acquire, hold and convey in the name of the Association any right, title or interest in real or personal property subject to the provisions of the Declaration.

5.16 Late Charges and Fines

Impose charges for late payment of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws or rules and regulations of the Association.

5.17 Appoint Committees

Appoint the Architectural Control Committee and such other committee(s) as it deems appropriate to carry out its purposes.

5.18 Participate in Litigation

Institute, defend or intervene in litigation or administrative proceedings on behalf of the Association on matters affecting the Property or the Association.

5.19 Other Necessary and Proper Powers

Exercise any other powers necessary and proper for the administration and operation of the Association.

6. Insurance

6.1 Types of Insurance Policies

The Board shall obtain and maintain at all times, and shall pay for out of the Association expenses funds, the following insurance:

- 6.1.1 A policy insuring the Association, its Board of Directors and the Owners individually, against any liability to the public or the Owners and their

invitees or tenants, incident to the ownership, supervision, control or use of the streets and private utilities. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000) 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. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

6.1.2 Blanket fidelity insurance for all officers, directors, trustees, management agent, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, shall be borne entirely by the Association.

6.1.2.1 The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors.

6.1.2.2 Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurance issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

6.1.3 The Board of Directors may obtain and maintain a fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the Owners as obligees, for the amount determined by the Board of Directors, and may require that all officers and employees of the Association handling or responsible for Association funds provide adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

6.2 Authority to Adjust Losses

All losses under policies hereafter in force regarding the common property shall be settled exclusively with the Board of Directors or its authorized representative. Releases and proofs of loss shall be executed by at least two (2) directors.

6.3 Prohibition of Contribution

In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by the

individual Owners or their mortgagees.

6.4 Provisions in Insurance Policies

The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

- 6.4.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the Owners and their respective servants, agents and guests.
- 6.4.2 A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners.
- 6.4.3 A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors or manager cure the defect.
- 6.4.4 A provision that any "no other insurance" clause in the policy exclude individual Owners' policies from consideration.

6.5 Review of Insurance Policies

At least annually, the Board of Directors shall review all insurance carried by the Association.

7. Officers

7.1 Enumeration of Offices

The officers of this Association shall consist of a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may create from time to time by resolution.

7.2 Election and Term of Office

The election of officers shall take place at the first meeting of the Board of Directors or successive Board of Directors. The officers of the Association shall be elected annual by the Board of Directors and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

7.3 Resignation and Removal

Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Vacancies

A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 Multiple Offices

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

7.6 Duties

The duties of the officers are as follows:

7.6.1 **President.** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, checks and contracts as the Board of Directors may approve from time to time.

7.6.2 **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; maintain the records of the Association; serve notices to members and shall perform such other duties as required by the Board of Directors.

7.6.3 **Treasurer.** The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors; shall co-sign any promissory notes or checks; keep proper books of account; cause the Association books to be closed annually at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board of Directors.

8. Books and Records

8.1 Reports and Audits; Recordkeeping

8.1.1 The Board of Directors, or its designee, shall keep detailed, accurate records, in chronological order, of the receipts and expenditures, itemizing the maintenance and repair expenses of the common property and any other expenses incurred, and shall keep any other financial records sufficient for proper accounting purposes.

8.1.2 An annual report consisting of a balance sheet and income and expense statement for the preceding year shall be distributed by the Board of Directors to all Owners, and to all mortgagees who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association. At any

time, any Owner or mortgagee may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.

- 8.1.3 The Board of Directors shall maintain at all times the records and documents of the Association including the minutes of meetings. Such records and documents shall be reasonably available for examination by an Owner or mortgagee; upon written request from the Owner or mortgagee, such records and documents shall be made available for duplication. The Board of Directors shall maintain copies suitable for duplication of the Declaration, Bylaws, rules and regulations (and amendments thereto), current operating budget and the most recent annual report. Upon written request of a prospective purchase, such copies and documents shall be made available for duplication during reasonable hours. The Board of Directors may charge a reasonable fee for furnishing copies to an Owner, mortgagee, or prospective purchaser.

8.2 Statement of Assessments

The Board of Directors shall maintain an assessment roll in which there shall be an account for each Lot or living unit subject to assessment. Such account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the dates and amounts on which the assessment becomes due, the amounts paid on the account and the balance due on the assessments. The Board of Directors shall promptly provide any Owner who makes a request in writing with a written statement of the balance due on his assessments.

8.3 Owner's Mailing Address

Each Owner shall provide the Board of Directors with the Owner's mailing address and any change thereto.

9. Assessments

9.1 Owner's Obligation

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. Declarant (before turnover) and the Board (after turnover) may, but shall not be required to, impose interest or a service charge for late installment payments.

9.2 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.

9.3 Assessment Collection Costs; Suits and Actions

An Owner shall be obliged to pay reasonable fees and costs (including, but not

limited to, attorney 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 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.

10. 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. Indemnification will be made regardless of whether the action is 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 attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding. This applies 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.

11. Amendment

11.1 Amendment by Members

The Bylaws may be amended at any annual or special meeting of the membership, by affirmative vote of not less than fifty percent (50%) of the votes entitled to be cast at such meeting; provided, however, that until such time as the events described in Section 18 of the Declaration have occurred, no amendment shall be effective without the approval of the Subdivider.

11.2 Subdivider's Right to Amend

Notwithstanding the provisions of Section 11.1, the Subdivider may amend the Bylaws in order to comply with requirements of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon or any corporation wholly-owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or Lots or living units in a planned community; provided, however, that if the need for such an amendment occurs after the occurrence of the events described in Section 18 of the Declaration, such an amendment shall not be effective without the concurrence of a majority vote of the members.

11.3 Recordation of Amendments

Amendments to these Bylaws shall be executed, certified and recorded in the deed records of Polk County, Oregon, by any office of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

12. Miscellaneous

12.1 Notices

All notices to the Association or to the Board of Directors 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 of Directors may hereafter designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or, if no address has been designated, then to the Owner's Lot or living unit.

12.2 Waiver of Notice

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 which may occur.

12.3 Invalidity; Number; Captions


The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used 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 or reference and shall in no way limit any of the provisions of these Bylaws.

12.4 Conflict

In the case of any conflict between the Articles of Incorporation and these Bylaws,

the Articles shall control; and, in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

I, the undersigned, being the President of West Meadows Estates Homeowners Association, Inc., do hereby certify the foregoing to be the Bylaws of said corporation, as adopted by the Owners on the sixteenth day of May, 2008.



Donald R. Wyant, Sr., President

State of Oregon)
County of Marion) ss.)

On this 24 day of June, 2008, personally appeared Donald R. Wyant, Sr., who being duly sworn, did say that he is the President of West Meadows Estates Homeowners Association, Inc., an Oregon non-profit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be its voluntary act and deed.

Before me:




Notary Public for Oregon
My Commission Expires: 11-18-09