

# Plat Transmittal

The City of Salem requires that the following documents be recorded with the plat of:

## East Park Estates PUD

No documents required.

The following documents need to be recorded with the plat:

<u>Consent Affidavit</u>	<u>Washington Federal Bank, Reel 4266, Page 414 (Add recording information to Sheet 5 of plat)</u>
<u>Consent Affidavit</u>	<u>D.R. Horton, Inc., Reel 4278, Page 220 (Add recording information to Sheet 5 of plat)</u>
<u>Consent Affidavit</u>	<u>D.R. Horton, Inc., Reel 4296, Page 344 (Add recording information to Sheet 5 of plat)</u>
<u>Consent Affidavit</u>	<u>D.R. Horton, Inc., Reel 4428, Page 491 (Add recording information to Sheet 5 of plat)</u>
<u>CC&amp;R</u>	<u>To be recorded Post Plat</u>
<u>Bylaws</u>	<u>To be recorded Post Plat</u>
<u>Warranty Deed</u>	<u>To be recorded post plat</u>

*Paul M. Linnell 7/14/2021*  
City Signature

Return this form and the documents listed above with the mylar copy of the plat to the Salem City Surveyor's Office.

City of Salem Public Works  
Surveyor's Office  
471 High Street SE, 2nd Floor, Salem OR 97301  
phone: 503-588-6211

**AFFIDAVIT OF CONSENT**

The undersigned beneficiary\* of that certain trust deed recorded on November 5, 2019, in Reel 4266, Page 414, Marion County, Oregon Deed Records, hereby consents to the subdivision of that certain real property described on the attached Exhibit "A".

Dated this 28th day of January, 2020.

Mary C Flings \* Washington Federal Bank

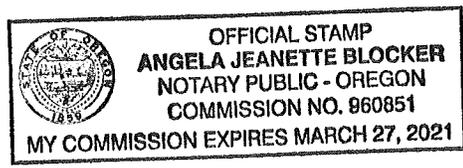
STATE OF OREGON )  
 )ss  
County of Multnomah )

This instrument was acknowledged before me this 28th day of January, 2020,  
by Mary Flings as Senior Vice President \* Washington Federal Bank

[Signature]  
Notary Public - State of Oregon  
960851

Commission Number

My Commission expires: 3.27.2021



After recording Return to:  
Multi/Tech Engineering Svcs., Inc.  
1155 13<sup>th</sup> Street SE  
Salem, OR 97302

EXHIBIT A

BEGINNING AT A 5/8" IRON ROD AT THE NORTHWEST CORNER OF PARCEL 1, PARTITION PLAT 2020-61 IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF SALEM, MARION COUNTY, OREGON; THENCE ALONG THE NORTH LINE OF PARCEL 3, PARTITION PLAT 2008-02 SOUTH 89°59'11" WEST 208.91 FEET TO A 5/8" IRON ROD AT THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED AS "PARCEL IV" IN REEL 4230, PAGE 271, MARION COUNTY DEED RECORDS; THENCE ALONG THE WEST LINE OF SAID "PARCEL IV" NORTH 01°06'42" WEST 359.88 FEET; THENCE ALONG THE WEST LINE OF THE TRACT OF LAND DESCRIBED AS "EXHIBIT C" IN REEL 4429, PAGE 478, MARION COUNTY DEED RECORDS THE FOLLOWING NINE CALLS: NORTH 00°31'16" WEST 160.01 FEET TO A 5/8" IRON ROD; NORTH 00°42'56" WEST 320.01 FEET TO A 5/8" IRON ROD; NORTH 01°12'16" WEST 160.00 FEET TO A 5/8" IRON ROD; NORTH 01°15'45" WEST 145.87 FEET TO A 5/8" IRON ROD; NORTH 01°21'39" WEST 153.29 FEET TO A 5/8" IRON ROD; NORTH 00°55'14" WEST 145.40 FEET TO A 5/8" IRON ROD; NORTH 01°50'12" WEST 129.61 FEET TO A 5/8" IRON ROD; NORTH 89°11'09" EAST 2.00 FEET TO A 5/8" IRON ROD; NORTH 01°01'27" WEST 109.50 FEET TO A 5/8" IRON ROD ON THE SOUTH RIGHT OF WAY OF AUBURN ROAD NE (COUNTY ROAD 739); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°54'00" EAST 1736.90 FEET TO A 5/8" IRON ROD AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN REEL 751, PAGE 234, MARION COUNTY DEED RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 00°53'53" EAST 442.20 FEET TO A 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE ALONG THE SOUTH LINE OF SAID TRACT SOUTH 89°53'36" EAST 245.30 FEET TO A 1/2" IRON PIPE ON THE WEST RIGHT OF WAY LINE OF CORDON ROAD NE (MARKET ROAD 97); THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°51'36" EAST 1237.31 FEET TO A 5/8" IRON ROD AT THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS "PARCEL V" IN REEL 4230, PAGE 271, MARION COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID "PARCEL V" AND ITS EXTENSION SOUTH 89°59'11" WEST 1769.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.94 ACRES, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert D. Hamman*

OREGON  
JULY 13, 2004  
ROBERT D. HAMMAN  
64202LS

EXPIRES: 6/30/2021



EXHIBIT A

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LAND SURVEYOR

*Robert D. Hamman*

OREGON  
JULY 18, 2004  
ROBERT D. HAMMAN  
64202LS

EXPIRES: 6/30/2021

After Recording Return to:

Andrew D. Hahs  
Bittner & Hahs, P.C.  
4949 SW Meadows Rd., Suite 260  
Lake Oswego, Oregon 97035

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR EAST PARK ESTATES**

This Declaration of Covenants, Conditions and Restrictions for East Park Estates (this “Declaration”) is made and entered into effective this 13 day of July, 2021 by East Park, LLC (“Declarant”).

RECITAL

Declarant owns that certain real property in Marion County, Oregon which is legally described on the attached Exhibit A. Declarant consents to the terms and conditions of this Declaration and to its recordation.

Declarant intends to develop the Property as a Class I planned community subject to the provisions of the Oregon Planned Community Act, ORS 94.550 to 94.783 (the “PCA”). Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Areas within the Property

ARTICLE I  
DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

- 1.1 “Architectural Review Committee” or “ARC” means the Declarant until the turnover meeting and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions of the Architectural Review Committee in which case “ARC” shall refer to this body.
- 1.2 “Articles” means the Articles of Incorporation for the non-profit corporation, East Park Estates Homeowners Association, or such similar name approved by and filed with the Oregon Corporation Commissioner.

- 1.3 “Assessment” means any assessment levied against one or more Owners by the Association for payment of expenses relating to the Property and shall include Regular, Special, and Limited Assessments as those terms are defined herein.
- 1.4 “Association” means the East Park Estates Homeowners Association, its successors and assigns.
- 1.5 “Board” means the duly elected Board of Directors of the Association.
- 1.6 “Building Structure” means a building structure which is comprised of a dwelling unit constructed and located on a Lot, including, without limitation, garage structures located on the same Lot, whether attached to or detached from the Building Structure.
- 1.7 “Bylaws” means the Bylaws of the Association, as written and amended from time to time.
- 
- 1.8 “Common Open Spaces” are the common open spaces designated on the Plat.
- 1.9 “Common Property” means the Common Open Spaces, all Private Streets located in the Property, the Street Lights, the Stormwater Treatment Facilities, and any improvements on the Common Open Spaces or Private Streets, and any other portion of the Property which are intended to be devoted to the common use and enjoyment of the members of the Association.
- 1.10 “Declarant” means East Park, LLC and its successors and assigns if such successor or assign should acquire all of Declarant’s rights under the Declaration pursuant to a recorded instrument executed by Declarant.
- 1.11 “Expansion Property” means the additional phases of East Park Estates which will be annexed to the Property upon recording of each additional phase of East Park Estates. As of the date of this Declaration, it is anticipated there will be six phases and a total of 659 Lots when all phases are completed. Each phase of the Expansion Property will be annexed as provided in Section 2.2.
- 1.12 “Improvement” means every structure or improvement of any kind, including but not limited to a Building Structure, wall, driveway, storage shelter, patio, deck, or other product of construction efforts, including landscaping, on or in respect to a Lot.
- 1.13 “Landscaped Areas” means all portions of a Lot other than those portions (i) occupied by a Building Structure or (ii) containing paved driveways or walkways.
- 1.14 “Limited Assessment” means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for corrective action performed pursuant to this Declaration, which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner’s family members, tenants, guests, contractors, agents or invitees.

- 1.15 “Limited Successor Declarant” means any person to whom Declarant assigns less than all special Declarant rights as provided under this Declaration pursuant to a recorded instrument executed by Declarant.
- 1.16 “Lot” means a platted or partitioned lot within the Property.
- 1.17 “Members” means the Owners of Lots in East Park Estates and who are members of the East Park Estates Homeowners Association.
- 1.18 “Occupant” means the occupant of a dwelling unit who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.
- 1.19 “Owner” means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.
- 
- 1.20 “Period of Declarant Control” has the meaning given in Section 11.1.
- 1.21 “Plat” means the plat or plats of one or more of the phases of East Park Estates, recorded in the Official Records of Marion County, Oregon.
- 1.22 “Private Streets” means all streets and alleys located on the Property which are not dedicated to the public or included as part of a Lot.
- 1.23 “Property” means the real property in Marion County, Oregon described in Article 2.
- 1.24 “Regular Assessment” means an assessment by the Association against all Owners to provide for the payment of all estimated normal expenses of the Association for the performance of the Association’s duties as provided in this Declaration.
- 1.25 “Special Assessment” means an assessment against all Owners in the event that the Regular Assessment for any particular year is or will become inadequate to meet the expenses of the Association.
- 1.26 “Stormwater Treatment Facilities” means those stormwater treatment facilities constructed on Lot 149 and/or in conjunction with the Private Streets. The Stormwater Treatment Facilities may accept public stormwater runoff from the public streets.
- 1.27 “Street Lights” means approximately 44 luminaire poles and related conduit, controllers and wiring for street lights installed within the Property to illuminate the Private Streets.

## ARTICLE 2 DECLARATION

- 2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit A, attached hereto.

2.2 Annexation. Declarant reserves the right to expand the Property by annexing the Expansion Property, which will include additional Lots and Common Property. Declarant also reserves the right to expand the Property beyond the Expansion Property.

2.2.1 Procedure. Declarant will annex each portion of the Expansion Property, or any additional property, by recording an amendment to this Declaration which includes the legal description of the annexed Lots and Common Property.

2.2.2 Maximum Number of Lots. There is no limitation on the number of Lots which Declarant may annex to the Property.

2.2.3 Common Property. There is no limitation on the right of the Declarant to annex Common Property.

2.2.4 Allocation of Votes. If additional Lots are annexed, each Lot will have one vote as provided in Section 6.3.1.

2.2.5 Reallocation of Regular Assessments. If additional Lots are annexed during a fiscal year, Regular Assessments will be reallocated to each Lot based on the number of months (rounded to the nearest full month) each Lot is subject to Regular Assessment during the fiscal year.

### ARTICLE 3 PROPERTY RIGHTS AND EASEMENTS

3.1 Owners' Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the Plat in which any Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. Declarant, the ARC and any representative of the Association authorized by the Association may, with reasonable notice, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Lot. Declarant or the Association may grant or assign easements over or with respect to any Lot to municipalities or other utilities performing utility services and to communication companies.

3.2 Utility and Other Municipal Easements. Declarant or the Association may (and, to the extent required by law, shall) grant or assign easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire and other officials and to employees of utility companies and communications serving the Property.

3.3 Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, an easement for the encroachment shall exist to the extent that any Lot encroaches on any other Lot. An easement shall continue for the purpose of maintaining the encroachment so long as the

encroachment exists. Nothing in this Section 3.3 shall relieve an Owner of liability in case of an Owner's willful misconduct or shall relieve Declarant or any other person of liability for failure to adhere to any Plat of any portion of the Property.

#### ARTICLE 4 OWNERSHIP AND EASEMENTS

- 4.1 Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.
- 4.2 Ownership of Common Property. Title to the Common Property shall be conveyed to the Association upon recording of the Plat. The Board of Directors may convey title to any or all Common Property to the City, County or other government agency.
- 4.3 Easements.
- 
- 4.3.1 Easements on Plat. The Common Property and Lots are subject to the easements and rights of way shown on, or noted, on the Plat of East Park Estates, including, but not limited to, a 10-foot wide public utility easement on, over, and through each Lot along the street frontage of the Lot.
- 4.3.2 Easements for Common Property. Subject to ORS 94.665, each Owner shall have a non-exclusive easement through the Common Property for access to the Owner's Lot and for use of the Common Property consistent with this Declaration and the Bylaws.
- 4.3.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Property in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Property for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and for its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, guests or invitees.
- 4.3.4 Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of East Park Estates. No structure, planting or other material shall be placed or permitted to remain within any

easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements thereon shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority, utility company or the Association is responsible.

- 4.3.5 Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.
- 4.3.6 Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Property to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within East Park Estates.
- 4.3.7 Landscaping Easements. The Association reserves an easement for any landscape maintenance, upkeep and replacement for which the Association is responsible under this Declaration, as well as utilities pertaining to formal and native landscaping areas, walls, paths, recreational equipment, private drive and fencing.
- 4.3.8 Maintenance Obligations/Owner Restrictions. Except as noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the Improvements and utility installations in any Lot Easement Area and/or private improvements and utility installations in any Common Property that benefit said Lot(s), and shall hold the Association harmless from any such costs.

## ARTICLE 5 COMMON AREA

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

- 5.2 Maintenance of Common Property. The Association shall be responsible for the maintenance, repair, replacement, upkeep and payment of taxes, if any, for the Common Property. Such maintenance shall include, but not be limited to, landscaping, irrigation systems, benches, utilities, fencing which is located entirely on Common Property (does not include fencing on the perimeter of Lots), walls, pathways and any other improvements that may be included in Common Property. The Association shall keep all commonly maintained areas and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure these areas are kept in first class condition.
- 5.3 Alterations to Common Property. Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Property. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting and may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration. No material change in use of Common Property shall occur without approval by the City of Salem and/or Marion County, to the extent required by law.
- 5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the Reserve Account. As provided in Section 7.3, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Property) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.
- 5.5 Landscaping. All landscaping on any Lot or Common Property shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC.
- 5.6 Condemnation of Common Property. If all or any portion of the Common Property is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.
- 5.7 Damage or Destruction of Common Property. In the event any Common Property is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage, to the extent not covered by the Association's insurance.

5.8 All Common Property restrictions shall continue in perpetuity.

ARTICLE 6  
THE ASSOCIATION

6.1 Organization. Declarant shall, before the first Lot is conveyed to an Owner other than Declarant, organize the Association as a nonprofit corporation under the Oregon Nonprofit Corporation Act under the name “East Park Estates Homeowners Association” or such similar name as Declarant shall designate. The Articles shall provide for the Association’s perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In the event of a potential dissolution, the Association shall inform the City of Salem. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall be evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated associations shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated Association.

6.2 Membership. Every Owner of one of more Lots shall, immediately upon creation of the Association and thereafter during the entire period of such Owner’s ownership of one of more Lots, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certification or acceptance of membership.

6.3 Voting Rights. Voting rights within the Association shall be allocated as follows:

6.3.1 Members. Members shall be entitled to one (1) vote for each Lot owned by the Member with respect to all matters upon which Owners are entitled to vote.

6.3.2 Declarant. Notwithstanding paragraph 6.3.1, the Association shall have two (2) classes of voting Members:

6.3.2.1 Class A. Class A Members shall be all Owners of Lots other than Declarant or a Limited Successor Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

6.3.2.2 Class B. The Class B Member shall be Declarant and any Limited Successor Declarant. The Class B Member shall have five (5) votes for each Lot owned; provided, however, that Class B membership shall cease on the termination of the Period of Declarant Control. After termination of Class B

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

- 6.3.3 Lot. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.
- 6.4 Powers and Obligation. The Association shall have, exercise and perform all of the following powers, duties and obligations:
- 6.4.1 Declaration. The powers, duties and obligations granted to the Association by this Declaration.
- 6.4.2 Statutory Powers. The powers and obligations of a nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either or both may be amended from time to time.
- 6.4.3 General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Property. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in the Declaration made in accordance with the provisions herein, accompanied by changes in the Articles or Bylaws made in accordance with such instruments and with the Oregon Nonprofit Corporation Act,
- 6.5 Liability. Neither the Association nor any officer or member of the Board shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of the Board, provide only that the officers or any member of the Board member has acted in good faith in accordance with the actual knowledge possessed by him or her.
- 6.6 Interim Board and Officers. Declarant reserves administrative control of the Association during the Period of Declarant Control or until Declarant terminates the reservation of special Declarant right by notice in writing to the Association. Declarant, at its sole discretion, shall have the right to appoint and remove Members of a three-Member Interim Board of Directors.
- 6.7 Transitional Advisory Committee. The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from Declarant to the Owners. Not later than the sixtieth (60th) day after the Declarant has

conveyed Lots representing fifty percent (50%) or more of the Lots in the planned community other than to a successor to the Declarant or a Limited Successor Declarant.

6.7.1 Declarant Failure to Call Meeting. Any Owner may call a meeting of Owners to select the Transitional Advisory Committee if the Declarant fail to do so as provided above.

6.7.2 Owners' Failure to Select Members. Notwithstanding the foregoing, if the Owners do not select members for the Transitional Advisory Committee as described above, the Declarant shall have no further obligation to form the Transitional Advisory Committee.

6.7.3 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from Declarant to the Owners within ninety (90) days after the expiration of the Period of Declarant Control. The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any Owner may do so.

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

## ARTICLE 7 ASSESSMENTS

7.1 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of a Lot by acceptance of a conveyance therefore, whether or not so expressed in any such conveyance, shall be deemed to covenant, to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Declaration or the Bylaws. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 10.2 below. No Owner may avoid such personal obligation by abandonment of Owner's Lot.

## 7.2 Regular Assessments.

7.2.1 Commencement. Regular Assessments against a Lot shall commence on a date selected by the Board of Directors, provided that the Board shall provide the Owner of the Lot first becoming subject to Regular Assessments thirty (30) day advance notice of the date on which Regular Assessments commence for that Lot. When Lots are annexed pursuant to Section 2.2, and at that time Regular Assessments have commenced against the Lots in the original portion of the Property, Regular Assessments against each annexed Lot will commence on the earlier to occur of: (a) 180 days after issuance of a certificate of occupancy for the Building Structure on such annexed Lot; or (b) closing of the sale of the Lot to an Owner other than Declarant or Limited Successor Declarant after completion of the Building Structure.

7.2.2 Amount of Annual Regular Assessment. The total annual Regular Assessment against all Lots shall be based upon an annual budget prepared by the Board with respect to projected expenses of the Association, including, without limitation, the following:

- (a) The on-going maintenance, repair and operation of the Common Property.
- (b) The establishment, maintenance and funding of a separate Reserve Account for the replacement and repairs of long term assets as mandated by Oregon law.
- (c) The payment of premiums for all insurance policies which the Association is required or permitted to maintain pursuant to this Declaration.
- (d) To provide for professional management fees and expenses, employee salaries, and legal and accounting costs;
- (e) To cover any deficits remaining from the previous fiscal year of the Association.
- (f) To establish reasonable contingency reserves of the Association established at the discretion of the Board,
- (g) And such other and further costs, expenses, obligations, and liabilities as the Board, in its discretion, may incur for the management, operation and maintenance of the Property and the Association in accordance with this Declaration.

7.2.3 Allocation of Assessments. All Regular Assessments shall be allocated equally among all Lots then subject to assessment. The Regular Assessment for one Lot shall equal the dollar amount calculated by dividing the total sum

of the Regular Assessments allocated to Lots by the number of Lots then subject to assessment.

7.2.4 Notice of Regular Assessments and Time for Payment Thereof. Regular Assessments shall be made on a monthly basis or at such other increments determined by the Board. Subject to amendment by the Board, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to each Lot on or before November 30 for each year for the calendar year commencing January 1 of the next year. The Regular Assessment shall be due and payable, as the Board shall determine.

7.3 Reserve Study and Reserve Account.

7.3.1 Declarant shall: (a) conduct an initial reserve study as described in Section 7.3.3; (b) prepare an initial maintenance plan as described in Section 7.4; and (c) establish a Reserve Account as provided in Section 7.3.2.

7.3.2 The Association shall establish a Reserve Account to fund major maintenance, repair or replacement of all items of Common Property which will normally require major maintenance, repair or replacement, in whole or in part, in more than one and less than 30 years, for exterior painting if the Common Property includes exterior painted surfaces, for other items, whether or not involving Common Property, if the Association has responsibility to maintain the items and for other items required by the Declaration or Bylaws. The Reserve Account need not include reserves for those items: (A) That can reasonably be funded from the general budget or other funds or accounts of the Association; or (B) For which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of the Declaration or Bylaws. The Reserve Account shall be established in the name of the Association. The Association is responsible for administering the account and for making periodic payments into the account. The reserve portion of the initial assessment determined by the Declarant shall be based on: (A) the reserve study described in Section 7.3.3; or (B) other reliable information. A Reserve Account established under this section must be funded by assessments against the individual Lots for which the reserves are established. The assessments under this section begin accruing for all Lots from the date the first Lot is conveyed by Declarant, or a Limited Successor Declarant, to a third-party buyer.

7.3.3 The Board of Directors shall annually determine the Reserve Account requirements by conducting a reserve study or reviewing and updating an existing study using the following information: (A) The starting balance of the Reserve Account for the current fiscal year; (B) The estimated remaining useful life of each item for which reserves are or will be established, as of the date of the study or review; (C) The estimated cost of maintenance and repair and replacement at the end of the useful life of each item for which reserves

are or will be established; (D) The rate of inflation during the current fiscal year; and (E) Returns on any invested reserves or investments.

- 7.3.4 Subject to Section 7.3.8, after review of the reserve study or reserve study update, the Board of Directors may, without any action by Owners: (A) Adjust the amount of payments as indicated by the study or update; and (B) Provide for other reserve items that the Board of Directors, in its discretion, may deem appropriate.
- 7.3.5 The reserve study shall: (A) Identify all items for which reserves are or will be established; (B) Include the estimated remaining useful life of each item, as of the date of the reserve study; and (C) Include for each item, as applicable, an estimated cost of maintenance and repair and replacement at the end of the item's useful life.
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- 7.3.6 Except as provided below, the Reserve Account may be used only for the purposes for which reserves have been established and is to be kept separate from other funds. After the individual Lot Owners have assumed responsibility for administration of the Association ORS 94.616, if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds: (A) The Board of Directors may borrow funds from the Reserve Account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. (B) Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.
- 7.3.7 The Reserve Account is subject to the requirements and restrictions of ORS 94.670 and any additional restrictions or requirements imposed by this Declaration, the Bylaws or rules of the Association.
- 7.3.8 Except as provided below, unless the Board of Directors determines that the Reserve Account will be adequately funded for the following year, the Board of Directors or the Owners may not vote to eliminate funding the Reserve Account. Following the turnover meeting described in ORS 94.609, on an annual basis, the Board of Directors, with the approval of 100% of the Owners, may elect not to fund the Reserve Account for the following year.
- 7.3.9 Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots.
- 7.4 Maintenance Plan. The Board of Directors shall prepare a maintenance plan for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibility under the Declaration or Bylaws or ORS 94.550 to 94.783. The maintenance plan shall: (A) Describe the maintenance, repair and replacement to be conducted; (B) Include a schedule for the maintenance, repair and replacement; (C) Be appropriate for the size and complexity of the

maintenance, repair and replacement responsibility of the Association; and (D) Address issues that include but are not limited to warranties and the useful life of the items for which the Association has maintenance, repair and replacement responsibility. The Board of Directors shall review and update the maintenance plan as necessary.

7.5 Special Assessments. In addition to the Regular Assessments authorized hereby, the Board shall have the authority to levy Special Assessments to satisfy any actual or projected deficiency between the expenses of the Association and the amounts realized through Regular Assessments. Special Assessments shall be allocated equally among the Owners of Lots. Special Assessments are payable as the Board may from time to time determine, within thirty (30) days after mailing notice thereof to affected Owners.

7.6 Limited Assessments. The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal fees, for corrective action performed pursuant to the Declaration, which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner's tenants, guests, contractors, or invitees.

7.7 Accounts.

7.7.1 Types of Accounts. Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 7.2.2 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors.

7.7.2 Reserve Account. The Association shall pay out of the Reserve Account only as provided in Section 7.3.

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

7.8 Initial Contribution. At the time of the closing of the first sale of each Lot to a party other than Declarant or a Limited Successor Declarant, the escrow agent shall collect from each buyer an initial contribution in the amount of one-sixth (1/6) of the annual assessments, with respect to the Lot being purchased, as a one-time contribution to the working capital of the Association. Should such initial contribution not be paid at such closing, the initial contribution amount and reasonable attorney fees and costs shall become a lien against the property and subject to collection in the same manner as assessments.

ARTICLE 8  
ARCHITECTURAL REVIEW COMMITTEE

- 8.1 Architectural Review. No Improvement, including but not limited to fences, storage building, patio trellis, or play structures shall be commenced, erected, placed, altered, or maintained on any Lot until the design, plans and specifications (including, without limitation, site plans, building plans (including elevations), grading plans, landscaping plans, lighting plans, and color and/or material samples) showing the nature, shape, heights, materials, colors and proposed location of the Improvements have been submitted to and approved in writing by the ARC. Improvements shall be consistent with the Design Guidelines established by the ARC, as amended from time to time. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.
- 8.2 Structures. No permanent or removable detached accessory buildings or other structures, including, but not limited to, storage buildings, greenhouses, children's playhouses, gazebos, pergolas, arbors, and similar structures, shall be built without the prior written consent of the ARC. No detached buildings shall be used as additional living space and none shall contain any plumbing. Permanent outbuildings shall be of a one (1) story design, constructed of wood whose roofing, siding color, style and finish matches that of the exterior material of the house. Metal sheds are prohibited. Heavy duty rubber or unbreakable plastic or composite storage sheds that are portable and temporary in nature may be approved providing that they are: (i) screened or hidden from the view of other Lots and the Common Areas, and (ii) aesthetically harmonious with the Home in terms of color and texture/finish (e.g. pebbled/muted/dull).
- 8.3 Grades, Walls, Slopes, and Drainage. There shall be no modification to and/or interference with the established grading and/or drainage patterns, walls or other systems over or through any Lot or Common Property, unless properly engineered and permitted by the City of Salem, if required, and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and/or drainage patterns shall not be allowed to affect other Lots, Common Property, or real property outside of the Property. The term "established grading and/or drainage patterns" shall mean any Declarant-installed walls, grading, drainage systems, conduits, inlets and outlets, designed and constructed on the Property. Further, Declarant installed retaining walls are not in all cases located on the boundaries of Lot lines. Retaining wall location shall not constitute evidence of the intended location of a Lot line, nor provide grounds for any claim of adverse possession. Except as otherwise provided in this Declaration, each Owner shall be responsible for all costs to repair and maintain any portion of a retaining wall on the Owner's Lot. The Association shall pay for and maintain any walls or portions of walls located on the Common Areas. No Owner shall take any action to add, construct or place any improvement on the Lot so that it may, in the judgment of the ARC, result in a disturbance of, weakening of, or damage to the retaining walls; increase any

engineered load or alter design criteria; or cause damage to the wall or surrounding properties.

- 8.4 Completion of Construction and Landscaping. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. Landscape installation on Lots by Owners is subject to approval by the ARC. All landscape on all Lots shall be completed no later than six (6) months after occupancy. No Owner may connect to any Association maintained irrigation system.
- 8.5 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until the Turnover Meeting. The Declarant may appoint a single person to serve as the ARC. After the Turnover Meeting, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there is no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.
- 8.6 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.
- 8.7 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property.
- 8.8 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all

material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

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

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

8.11 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 8.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

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

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

8.14 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, or if the Owner has failed to obtain approval, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of

noncompliance, then at the expiration of the third (3<sup>rd</sup>) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, (c) impose fines pursuant to any fine schedule previously adopted by the Board, or (d) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

- 8.15 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.
- 8.16 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such Improvements do not so comply, in which event, the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her/their heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.
- 8.17 Exemption. Notwithstanding anything in this Declaration to the contrary, the Declarant and any Limited Successor Declarant shall be exempt from the requirements of this Article with respect to any Lot and Improvement owned by such Declarant or Limited Successor Declarant.

## ARTICLE 9 ADDITIONAL RESTRICTIONS AND DUTIES

- 9.1 Limitations on Transfer. No owner shall transfer, either by conveyance, contract of sale, or lease any interest in his or her Lot which would result in ownership of such Lot being held by more than ten (10) persons.

- 9.2 Structure Permitted. Except to the extent expressly provided or contemplated in the Declaration, no Improvements shall be erected or permitted to remain on any Lot except Improvements designed for residential living and Improvements normally accessory thereto.
- 9.3 Residential Use. Lots shall only be used for residential purposes. Except with the consent of the Board, and as allowed by applicable ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in the paragraph shall be deemed to prohibit: (i) activities relating to the rental or sale of Building Structures or Lots, (ii) the right of Declarant or any contractor or homebuilder to construct Building Structures on any Lots, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Building Structure as a model home for purpose of sales or rental in the Property, or (iii) a home office where no customers come to the Lot and no inventory is handled or stored.
- 9.4 Rental. An Owner shall be entitled to rent or lease the Owner's Lot or Improvements only upon the following conditions: (a) there is a written rental or lease agreement signed by the tenant specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement; (b) the period of the rental or lease is not less than thirty (30) days; (iii) the Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations and the tenant signs a receipt acknowledging receipt of such documents prior to occupancy; (iv) the Owner gives the Association a copy of the fully executed lease and the receipt signed by the tenant; and (v) at the request of the Association, each tenant shall be required to attend a tenant orientation session. Owners shall be responsible for any violations by their tenants and shall be solely responsible for either correcting or eliminating such violations or causing the tenant to do same. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, the Bylaws or the Rules and Regulations, the Board may require the Owner to terminate the lease or rental agreement.
- 9.5 Private Streets. Owners will follow all posted speed limit, no parking, limited parking and other traffic control signs on the Private Streets.
- 9.6 Parking. Storage or parking of boats, trailers, motor homes, trucks (except pickups of one-ton weight or less), truck campers, or other recreational vehicles or similar equipment and vehicles shall not be allowed on any part of the Property or on public streets adjacent thereto, excepting only within areas designated for such purpose by the Board in accordance with the terms of this Declaration or within the confines of an enclosed garage or screened area, the plans of which comply with applicable ordinances, agreements, or land use approval and have been reviewed and approved by the ARC prior to construction, and no portion of the same may project beyond screened area.

- 9.7 Vehicles in Disrepair. No Owner shall permit any vehicle, which is either not currently licensed or in an inoperable or in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or public or Private Street or Common Property for a period in excess of forty eight (48) hours. A vehicle shall be deemed in an “extreme state of disrepair” when the Board reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to such Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense on such removal to the Owner All oil or grease on roadways and/or driveways shall be cleaned up immediately by the Owner responsible for the vehicle that caused it.
- 9.8 Parking. Parking of boats, trailers, commercial vehicles, mobile homes, campers, other recreational vehicles or equipment regardless of weight shall not be allowed on any part of the of any Lot or Common Property, except as may be otherwise provided in this Declaration. Any of the above described-vehicles may be stored in a garage or behind the rear building line provided such vehicles are screened from other Lots, Common Property and the streets, and such screening has been approved by the ARC and is otherwise in compliance with the Declaration. This paragraph shall not apply to cleaning, loading and short term parking, which shall be permitted for a cumulative period not exceeding forty-eight (48) hours in any calendar month. No vehicle parked in a driveway shall overhang the street, sidewalks or pathways. Garages shall be primarily used for vehicular parking and no storage or other use of a garage shall be allowed to impair parking in the garage of the maximum number of vehicles for which the garage was designed. Occupants’ vehicles, up to the number for which their garages are designed, must be parked in their garages rather than in driveways or on the street, unless such vehicles will not fit in their garages. In addition, parking of vehicles is prohibited on any public street, private street or Common Property within East Park Estates that is designated as a “no parking” area.
- 9.9 Signs. No sign shall be erected or maintained on any Lot except “for sale” or “for rent” signs, which are pre-approved in appearance and location by the Association and the ARC, and no such signs shall exceed twenty-four (24) inches high and thirty-six (36) inches long. The provisions of this section shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or its contractors. No signs of any kind, other than Declarant’s marketing signs or any Association signs for the common good of the Community, which have been previously approved by the Board of Directors, will be allowed on Common Areas.
- 9.10 Antennas and Satellite Disks. Exterior antennas, exterior satellite receivers and transmission disks shall not be permitted to be placed upon any Lot except as approved by the ARC. Any such apparatus must be erected and maintained in such a way that it is screened from view from the street in front of the Lot (and, in the case of a corner Lot, from the street along the side of the Lot). Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot, subject to ARC approval, so long as they are installed above the first story (at least eight feet off the ground) and fully below the highest peak of the roof, in the least noticeable location possible, such as at the

eaves or at another break in the natural lines of the residence. The ARC shall have the absolute authority to determine whether such devices are adequately screened from view. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

- 9.11 Animals. Except as otherwise required by applicable law, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets or other animals, including noise, shall be the responsibility of the Lot Owner. No dogs shall be permitted to roam in any part of East Park Estates unattended, and all dogs shall be kept on a leash while outside a Lot. It is the sole responsibility and requirement of any pet owner to immediately clean up any pet waste deposited upon any Lot, Common Property, or Association maintained easement area. An Owner may be required to remove an animal from East Park Estates upon the receipt of the third notice in writing from the Association Board of Directors of violation any rule, regulation or restriction governing animals within East Park Estates. A "reasonable number of dogs, cats, or other household pets" may be further defined by Rules and Regulations adopted and approved by the Board from time to time.
- 9.12 Fences; Boundary Hedges; Retaining Walls. No Owner will hang anything on the outside of the fencing on a Lot. No fences, boundary hedges, or retaining walls shall be installed without prior written approval of the ARC. Any fencing, hedge or retaining wall installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to the Board and ARC. Fences, if any, on Common Property along the perimeter boundaries of the Plat will be maintained by the Association. All side yard fencing shall maintain a minimum five (5) foot setback from the front of the house. Further, no fencing will be allowed in the front yard (or, on corner Lots, in the side yard along the street) without prior written approval from the ARC. All fence materials, designs, and colors are subject to prior approval of the ARC. No chain link fencing may be visible from the street or any Common Property, and if chain link fencing is approved by the ARC, it must be black vinyl coated or better in appearance. Otherwise, all fencing shall be made of cedar and shall be stained with Sherwin Williams Hopsack #6109, or as otherwise approved by the ARC.
- 9.13 Playground. Any playground or other play areas or equipment furnished by the Association or erected within East Park Estates shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.
- 9.14 Service Facilities; Utilities. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street, another Lot, or a Common Property. Vegetative screens are encouraged. All utility lines shall be maintained, repaired and replaced by

the Owner of each Lot, or all Owners individually or collectively at their sole expense. The Association is not responsible for the maintenance of any utility, cable TV, or phone services of facilities. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Lots.

- 9.15 Exterior Lighting or Noisemaking Devices. No exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms, without the prior written consent of the ARC. All outdoor lighting must be shielded and directed downward so as not to shine or glare onto adjacent properties and may be subject to other requirements imposed by the ARC. False alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations shall not be allowed to remain in place for more than two (2) weeks at a time, except during the period from Thanksgiving through January 20. Outside this period, at least one (1) month must elapse between the removal of one set of holiday lighting or decorations, and the installation of a new set.
- 9.16 Rubbish and Trash. No Lot or part of the Common Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by the Owner within five (5) days following the date on which notice is mailed to the Owner by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within 12 hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.
- 9.17 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Property, nor shall anything be done or placed on any Lot or Common Property that interferes with or jeopardizes the enjoyment of, or which is a source of annoyance to the other Owners or Occupants.

## ARTICLE 10 ENFORCEMENT

- 10.1 Non-qualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on such Owner's Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Lot, then the Association, acting through the Board, may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the Improvements thereon and the Owner's use thereof into conformance with this Declaration. If the Owner is unable or unwilling to

comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, after the Owner has been afforded notice and opportunity to be heard, within thirty (30) days after such notice, then the Association, acting through the Board, shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

- 10.1.1 Fines. If it so chooses, the Board of Directors may approve a resolution setting forth a schedule of reasonable fines to be levied and then impose such fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation;
  - 10.1.2 Remove Cause of Violation. Enter the offending Lot (which entry shall not subject the Association, the directors of the Association or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings: and/or
  - 10.1.3 Suit or Action. Bring suit action against the Owner on behalf of the Association and other Owners to enforce this Declaration.
- 10.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the following remedies:
- 10.2.1 Suspension of Rights: Acceleration. The Association may suspend such Owner's voting rights until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any Assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot.
  - 10.2.2 Lien. The Association shall have a lien against each Lot for any Assessment levied against such Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine or charge is due. The provisions regarding the attachment, recordation, and duration of liens established on real property under ORS 94.709 shall apply to the Association's lien. As provided in ORS 94.709, the lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens created under ORS 87.010. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the

Lot. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the date the first installment of the Assessment becomes due.

- 10.2.3 Suit or Action. The Association may bring an action to recover a money judgment for unpaid Assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in Section 10.2.2. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- 10.2.4 Other Remedies. The Association shall have any other remedy available to it by law or in equity.
- 10.3 Notification of First Mortgages. The Board shall use reasonable efforts to notify any first mortgagee of any Lot of any default in performance of the terms of this Declaration by the Lot Owner, which is not cured within sixty (60) days. However, the Board and the Association will have no liability for failure to do so.
- 10.4 Subordination of Lien to Mortgages. To the extent provided by law, the lien for the assessments or charges provided for in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien. If a first mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, the mortgagee and subsequent purchaser shall not be liable for any of the common expenses chargeable to the Lot which became due before the mortgagee or purchaser acquired title to the Lot. The unpaid expenses shall become a common expense of all Owners including the mortgagee or purchaser.
- 10.5 Interest, Expenses and Attorneys' Fees. Any amount not paid, including late charges, to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage (3%) points per annum above the "prime rate" offered by The Wall Street Journal as of the due date therefore, or at such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in any amount established from time to time by resolution of the Board not to exceed ten (10) percent of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association shall bring any suit or action including a foreclosure action, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof, along with reasonable costs.
- 10.6 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies,

including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

## ARTICLE 11 DECLARANT'S SPECIAL RIGHTS

- 11.1 General. Declarant is undertaking the work of developing Lots, Common Property and other improvements within East Park Estates. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until 180 days after all Lots on the Property, including the Expansion Property, have been sold to a third party other than a Limited Successor Declarant (the "Period of Declarant Control"), Declarant shall have the special rights set for in this ARTICLE 11.
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- 11.2 Control of the Association. Declarant will have the rights to control the Association, including those provided in Sections 6.3.2 and 6.6.
- 11.3 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Property.
- 11.4 Declarant's Easements. The Declarant has reserved easements over the Property as more fully described in Section 4.3 hereof.
- 11.5 Appearance and Design of East Park Estates. Declarant shall not be prevented from changing the Common Property, including the landscaping or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, provided that the Declarant obtains any governmental consents required by law.
- 11.6 Construction by Declarant. All construction of Improvements by Declarant or any Limited Successor Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.
- 11.7 Assignment of Special Declarant Rights. Pursuant to ORS 94.623, Declarant may assign all of its rights hereunder to a successor Declarant, or some of its rights hereunder to a Limited Successor Declarant. Such assignment will be accomplished pursuant to an instrument identifying the rights transferred, which instrument will be recorded with the Marion County recorder's office.

ARTICLE 12  
CITY OF SALEM REQUIREMENTS

- 12.1 The following provisions are included pursuant to SRC 210.055(b):
- 12.1.1 Property owners within the planned unit development shall automatically be members of the home owners' association with the purchase of a dwelling unit or other property within the planned unit development.
  - 12.1.2 The home owners' association's principal source of funds shall be an assessment levied against each dwelling unit or other property, which assessment shall be enforceable as a lien against the dwelling unit or property.
  - 12.1.3 The permitted use of the Common Open Spaces is as common open space.
  - 12.1.4 No changes will be made to this Declaration which would eliminate the provisions required under this ARTICLE 12 or any land use decision or other applicable law.
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ARTICLE 13  
MISCELLANEOUS

- 13.1 Records. To the extent required by ORS 94.670, the Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners to the extent allowed under ORS 94.670. A reasonable charge may be imposed by the Association for providing copies.
- 13.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo

contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his/her conduct was unlawful.

Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

13.3 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land in perpetuity.

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13.4 Amendment and Repeal.

13.4.1 This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the Owners holding not less than seventy-five percent (75%) of the voting power of the Association.

13.4.2 Any such amendment or repeal shall become effective only upon recordation in the deed records of Marion County of a certificate of the President or Secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

13.4.3 In no event shall an amendment under this Section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

13.5 Regulatory Amendments. Notwithstanding the provisions of Section 13.4, until the turnover meeting described in Section 6.7.3, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veteran's Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage 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 provided financing for a planned community or lots in a planned community.

- 13.6 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be mailed postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot owned by such person if no address given by such person to the Association for the purpose of service of such notice. Such notice address may be changed from time to time by notice in writing to the Association.
- 13.7 Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot covered by this Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Declaration and the Owners thereof.
- 13.8 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.
- 13.9 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 this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event 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 Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- 13.10 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure has been committed by the Owner.
- 13.11 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions.
- 13.12 Restrictions Construed Together. All of the provisions hereof shall liberally construed together to promote and effectuate the general plan and scheme of the Property.
- 13.13 Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- 13.14 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

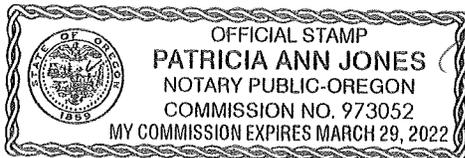
- 13.15 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.
- 13.16 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing East Park Estates, such conflict shall be resolved by looking to the following documents in the order shown below:
- a. Declaration of Covenants, Conditions and Restrictions;
  - b. Articles of Incorporation;
  - c. Bylaws;
  - d. Rules and Regulations.

East Park, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: Kiril Ivanov  
Title: Manager

STATE OF OREGON )  
 ) ss.  
COUNTY OF Clackamas )

Personally appeared before me on the 13 day of July, 2021, the above-named Kiril Ivanov who did say he was a manager of East Park, LLC, and that this instrument was signed in behalf of said limited liability company by authority of its operating agreement; and acknowledged that he executed the foregoing as its voluntary act and deed.



\_\_\_\_\_  
NOTARY PUBLIC for Oregon,  
My Commission expires: March 29, 2022

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lots 1 through 147, and all common open spaces and private streets included therein, East Park Estates P.U.D., Marion County, Oregon, according to the official plat thereof, recorded on \_\_\_\_\_, 2021 in Volume \_\_\_\_\_, Page \_\_\_\_\_, Book of Town Plats, and as recorded in Marion County Deed Records, Reel \_\_\_\_\_, Page \_\_\_\_\_

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After Recording Return to:

Andrew D. Hahs  
Bittner & Hahs, P.C.  
4949 SW Meadows Rd., Suite 260  
Lake Oswego, Oregon 97035

**BYLAWS  
OF  
EAST PARK ESTATES HOMEOWNERS ASSOCIATION**

**ARTICLE 1  
DEFINITIONS**

1.1 Association. “Association” means EAST PARK ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation organized and existing under the laws of the State of Oregon.

1.2 Articles of Incorporation. “Articles of Incorporation” means the Articles of Incorporation of the Association.

1.3 Declaration. The “Declaration” means the Declaration of Covenants, Conditions, and Restrictions for East Park Estates dated \_\_\_\_\_, 2021, recorded \_\_\_\_\_, 2021 as document \_\_\_\_\_, Marion County Records, as the same may be subsequently amended or supplemented pursuant to the terms thereof.

1.4 Property. The “Property” subject to the Declaration and these Bylaws is legally described as Lots 1 through 147, and all common open spaces and private streets included therein, East Park Estates P.U.D., Marion County, Oregon, according to the official plat thereof, recorded on \_\_\_\_\_, 2021 in Volume \_\_\_\_\_, Page \_\_\_\_\_, Book of Town Plats, and as recorded in Marion County Deed Records, Reel \_\_\_\_\_, Page \_\_\_\_\_.

1.5 Incorporation by Reference. Except as otherwise provided herein, the terms that are defined in Section 1 of the Declaration are used in these Bylaws as therein defined.

**ARTICLE 2  
MEMBERSHIP**

2.1 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such ownership, be a Member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such

ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

2.2 Membership List. The Secretary shall maintain at the principal office of the Association a membership list showing the name and address of the Owner of each Building Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board of Directors.

### ARTICLE 3 MEETINGS AND VOTING

3.1 Place of Meetings. Meetings of the Members of the Association shall be held at such reasonable place convenient to the Members as may be designated in the notice of the meeting.

3.2 Turnover Meeting. Declarant shall call the first meeting of the Owners to organize the Association within ninety (90) days after termination of the Period of Declarant Control, as defined in the Declaration. Notice of such meeting shall be given to all Owners as provided in Section 3.5. If the Declarant fails to call the meeting, the meeting may be called and notice given by any Owner or mortgagee of a Building Lot. The expense of giving notice shall be paid or reimbursed by the Association. No quorum is required for the Turnover Meeting. Nothing in this section shall be construed as preventing Declarant from calling the Turnover Meeting before such date or from calling informal, informational meetings of the Owners.

3.3 Annual Meeting. The annual meeting of the Members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board of Directors or, if the Board should fail to designate a date by the first day of September, then the meeting shall occur at 7:00 p.m. on the second (2<sup>nd</sup>) Monday in October. An annual meeting shall be held within each calendar year, commencing with the year in which the Association is incorporated. The Turnover Meeting may count as the annual meeting for the year in which it is held.

3.4 Special Meetings. A special meeting of the Association may be called at any time by the President or by a majority of the Board of Directors. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from Members having at least thirty percent (30%) of the voting rights entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

3.5 Notice of Meeting.

3.5.1 Written or printed notice stating the place, day and hour of the meeting, the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, any proposal to remove a director or officer and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting. Such notice shall be given either personally or by mail, by or at the

direction of the President, the Secretary, or the persons calling the meeting, to each Member entitled to vote at such meeting and to all mortgagees who have requested such notice. Notices to Declarant shall be mailed. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the Member at his or her most recent address as it appears on the records of the Association or to the mailing address of his or her Building Lot.

3.5.2 When a meeting is adjourned for thirty (30) days or more, or when a re-determination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

3.6 Quorum. At any meeting of the Association, except the Turnover Meeting, Members having at least twenty percent (20%) of the voting rights entitled to be cast at such meeting, present in person or by proxy, shall constitute a quorum, except when a larger quorum is required by the Declaration. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a Member or Members. If any meeting of Members cannot be organized because of a lack of a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time not less than forty-eight (48) hours from the time the original meeting was called until a quorum is present.

3.7 Voting Rights. Voting rights within the Association shall be allocated as follows: The Association shall have two (2) classes of voting Members:

3.7.1 Class A. Class A Members shall be all Owners of Lots other than Declarant and any Limited Successor Declarants, and each Class A Member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

3.7.2 Class B. The Class B Member shall be Declarant and any Limited Successor Declarants. The Class B Member shall have five (5) votes for each Lot owned; provided, however, that Class B membership shall cease upon termination of the Period of Declarant Control or as soon as otherwise required by law.

3.7.3 Members. Members shall be entitled to one (1) vote for each Building Lot owned by the Member with respect to all matters upon which Owners are entitled to vote.

3.7.4 Declarant. Notwithstanding paragraph 3.7.1, Declarant reserves the right to vote on behalf of all Members of the Association, until one hundred eighty (180) days after the Period of Declarant Control or until Declarant terminates its reservation of special Declarant rights by notice in writing to the Association.

3.8 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Building Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided that such person shall satisfy the Secretary that he or she is the executor,

administrator, guardian or trustee, holding such Building Lot in such capacity. Whenever a Building Lot is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such Building Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of disagreement among the co-Owners, the vote of such Building Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter, unless a valid court order establishes the authority of a co-Owner to vote.

3.9 Tenants and Contract Vendors. Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a Building Lot shall be exercised by the Owner. Unless otherwise stated in the contract, all voting rights allocated to a Building Lot shall be exercised by the vendee of any recorded land sale contract on the Building Lot.

3.10 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner, and shall be filed with the secretary, at any time prior to or at the start of the meeting. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term. Every proxy shall automatically cease upon sale of the Building Lot by its Owner. An Owner may pledge or assign such Owner's voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled under these Bylaws and to exercise the Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

3.11 Majority Vote. The vote of a majority of the voting rights entitled to be cast by the Members present or represented by absentee ballot or proxy, at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

3.12 Rules of Order. All meetings of the Association shall be conducted according to the latest edition of *Robert's Rules of Order*, published by Robert's Rules Association.

3.13 Ballot Meetings.

3.13.1 At the discretion of the Board of Directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Member who is entitled to vote on the matter; provided, however, that a ballot meeting may not substitute for the Turnover Meeting, if a majority of the Lots are the principal residences of the occupants, for the annual meetings of the Association, a meeting of the Members if the agenda includes a proposal to remove a director from the Board of Directors, or a special meeting called at

the request of Owner. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

3.13.2 The Board of Directors shall provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board of Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for marking and returning the ballot. The notice shall state the general subject matter of the vote, the right of the Owners to request secrecy procedures, the date after which ballots may be distributed, the date and time by which any petition must be received by the Board requesting secrecy procedures and the address where any petition must be received. Notwithstanding the applicable provisions of Section 3.13.3, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.13.3 If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Owners has voted, and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Except as otherwise provided in Section 3.13.2, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

3.13.4 All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of (i) the date on which the Association has received a sufficient number of approving ballots to pass the proposal, (ii) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or (iii) a date certain by which all ballots must be returned to be counted. A written ballot may not be revoked.

### 3.14 Electronic Ballots.

3.14.1 As used in this section, "electronic ballot" means a ballot given by: (a) electronic mail; (b) facsimile transmission; (c) posting on a website; or (d) other means of electronic communication acceptable to the Board of Directors.

3.14.2 The Board of Directors, in its discretion, may provide that a vote, approval or consent of an Owner may be given by electronic ballot.

3.14.3 An electronic ballot may be accompanied by or contained in an electronic notice in accordance with Section 8.3.

3.14.4 If an electronic ballot is posted on a website, a notice of the posting shall be sent to each owner and shall contain instructions on obtaining access to the posting on the website.

3.14.5 A vote made by electronic ballot is effective when it is electronically transmitted to an address, location or system designated by the Board of Directors for that purpose.

3.14.6 Unless otherwise provided in the Declaration or these Bylaws or rules adopted by the Board of Directors, a vote by electronic ballot may not be revoked.

3.14.7 The Board of Directors may not elect to use electronic ballots unless there are procedures to ensure: (a) compliance with Section 3.13.2 above and ORS 94.647 if the vote conducted by written ballot uses secrecy procedures specified in ORS 94.647 (2)(b); and; (b) that the electronic ballot is secret, if the Declaration or these Bylaws or rules adopted by the Board require that electronic ballots be secret.

#### ARTICLE 4 BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of five (5) persons. All directors, other than interim directors appointed by Declarant, shall be Owners or co-Owners of Lots. For purposes of this section, the officers of any corporate Owner, the members or managers of any limited liability company and the partners of any partnership shall be considered co-Owners of any Lots owned by such corporation, limited liability company or partnership.

4.2 Interim Directors. Upon the recording of the Declaration, Declarant shall appoint an interim board of one (1) to three (3) directors, who shall serve until replaced by Declarant or until their successors have been replaced by the Owners as provided below.

4.3 Transitional Advisory Committee. Unless the Turnover Meeting has already been held, Declarant shall call a meeting of the Owners for the purpose of forming a Transitional Advisory Committee. The meeting shall be called within sixty (60) days after the date Declarant conveys fifty percent (50%) or more of the Lots then existing in East Park Estates to Owners other than a successor Declarant or Limited Successor Declarant. The committee shall consist of two (2) or more Owners elected by the Owners other than Declarant and not more than one (1) representative of Declarant. The Members shall serve until the Turnover Meeting. The Transitional Advisory Committee shall be advisory only, and its purpose shall be to enable ease of transition from administrative control of the Association by Declarant to control by the Owners. The committee shall have access to any information, documents and records that Declarant must turn over to the Owners at the time of the Turnover Meeting. If Declarant fails to

call the meeting to elect a Transitional Advisory Committee within the time specified, the meeting may be called and notice given by any Owner. If the Owners fail to elect a Transitional Advisory Committee at the meeting called for such purpose, Declarant shall have no further obligation to form the committee.

#### 4.4 Election and Tenure of Office.

4.4.1 At the Turnover Meeting, the interim directors shall resign and the Members shall elect five (5) directors, two (2) directors to serve for three (3) year and two (2) directors to serve for two (2) years and one (1) for a term of one (1) year. Thereafter, the successors to each director shall serve for three (3) years. The nominees' terms shall be in order based on the number of votes received, with the largest number of votes serving the longest term. In the event of a tie, term selection shall be by random means. If a Director is unable to serve his full term, a successor Director shall be selected in accordance with Section 4.5 below.

4.4.2 All directors shall hold office until their respective successors have been elected by the Members. Election shall be by plurality.

#### 4.5 Vacancies.

4.5.1 A vacancy in the Board of Directors shall exist upon the death, resignation, disqualification or removal of any director, or if the authorized number of directors is increased, or if the Members fail at any annual or special meeting of Members at which any director or directors are to be elected to elect the full authorized number of directors to be voted for at that meeting. Vacancies in interim directors shall be filled by Declarant.

4.5.2 Vacancies in the Board of Directors, other than interim directors, may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his or her successor is elected.

4.6 Removal of Directors. All or any number of the directors, other than interim directors, may be removed, with or without cause, at any meeting of Members at which a quorum is present, by a vote of a majority of the number of votes entitled to be cast at an election of directors. No removal of a director shall be effective unless the matter of removal was an item on the agenda and stated in the notice of the meeting as provided in these Bylaws.

4.7 Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, or by the Declaration, or by these Bylaws may not be delegated to the Board of Directors by the Owners. The Board of Directors may delegate responsibilities to committees or a managing agent, but shall retain ultimate control and supervision. The powers and duties to be exercised by the Board of Directors shall include any provisions in the Declaration, the Oregon Planned Community Act, the Oregon Non-Profit Corporation Act, and the following:

4.7.1 Carry out the program for maintenance, upkeep, repair and replacement of any property required to be maintained by the Association as described in the Declaration and these Bylaws.

4.7.2 Determine the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

4.7.3 Prepare or have prepared the reserve studies and maintenance plans required by the Declaration.

4.7.4 Prepare a budget for the Association, and assessment and collection of the Assessments.

4.7.5 Employ and dismiss such personnel as may be necessary for such maintenance, upkeep and repair.

4.7.6 Employ legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of \$5,000, or enters into a contingency fee agreement for legal fees, for any specific litigation or claim matter unless the Owners have enacted a resolution authorizing the incurring of such fees or such agreement by a vote of seventy-five percent (75%) of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them, collection of Assessments or enforcement by legal means of violations by an Owner of the Declaration, these Bylaws or rules and regulations of the Association. The limitation set forth in this paragraph shall increase by \$500 on each fifth anniversary of the recording of the Declaration. To the extent required by the Oregon Planned Community Act, the Board shall notify the Owners before instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the Board shall periodically report to the Owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

4.7.7 Open bank accounts on behalf of the Association and designating the signatories required therefore.

4.7.8 Prepare and file, or cause to be prepared and filed, any required income tax returns or forms for the Association.

4.7.9 Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designee.

4.7.10 Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of directors), or otherwise deal with Lots acquired by the Association or its designee.

4.7.11 Obtain insurance or bonds pursuant to the provisions of these Bylaws and review such insurance coverage at least annually.

4.7.12 Make additions and improvements to, or alterations of, the Common Property, or modify, close, remove, eliminate or discontinue use of any common facility, including any improvement or landscaping, except that any such modification, closure, removal, elimination or discontinuance (other than on a temporary basis) of any Private Street is not allowed.

4.7.13 From time to time adopt, modify, or revoke such rules and regulations governing the details for the operation of the Association, the conduct of persons and the operation and use of the Property as the Board of Directors may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. Such action may be overruled or modified by vote of not less than seventy-five percent (75%) of the voting rights of Members present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.

4.7.14 Adopt a schedule of fines for violations of the Declaration, Bylaws or rules and regulations of the Association as long as such schedule is delivered to each Lot or mailed to the mailing addresses designated in writing by the Owners.

4.7.15 Enforce by legal means the provisions of the Declaration, these Bylaws, Oregon statutes, and any rules and regulations adopted hereunder.

4.7.16 In the name of the Association, maintain a current mailing address of the Association, file annual reports with the Oregon Secretary of State, and maintain and keep current the information required to enable the Association to comply with ORS 94.670.

4.7.17 Enter into management agreements with professional management firms and delegate such business and record keeping functions as may be appropriate to said management firm.

#### 4.8 Meetings.

4.8.1 Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

4.8.2 Annual meetings of the Board of Directors shall be held within thirty (30) days following the adjournment of the annual meetings of the Members.

4.8.3 Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any two directors.

#### 4.9 Open Meetings.

4.9.1 All meetings of the Board of Directors shall be open to Owners except that, in the discretion of Board, the following may be considered in executive session: (i) consultation with legal counsel; (ii) personnel matters, including salary negotiations and employee discipline; (iii) negotiation of contracts with third parties; and (iv) collection of unpaid assessments. Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any contract or action considered in executive session shall not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

4.9.2 Meetings of the Board of Directors may be conducted by telephonic communication or by other means of communication that allows all Members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means. As used in this section, "meeting" means a convening of a quorum of members of the Board of Directors at which Association business is discussed, except a convening of a quorum of members of the Board of Directors for the purpose of participating in litigation, mediation or arbitration proceedings.

#### 4.10 Notice of Meetings.

4.10.1 For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform Owners of such meetings. Notice to Directors shall be considered sufficient if actually received at the required time, or if mailed, e-mailed or faxed not less than three (3) days before the meeting. Such notice shall be directed to the address shown on the Association's records, or to the director's actual address ascertained by the person giving the notice. Such notice need not be given for an adjourned meeting if such time and place is fixed at the meeting adjourned.

4.10.2 Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### 4.11 Quorum and Vote.

4.11.1 A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business.

4.11.2 The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

4.11.3 A director must be present at a meeting of the Board of Directors to cast a vote. No proxy or secret ballot by directors for Board actions are permissible, except the election of officers may be by secret ballot. A director who is present at a meeting of the Board of Directors at which action is taken on any Association matter is presumed to have assented to the action unless the director votes against the action or abstains from voting on the action because the director claims a conflict of interest. When action is taken on any matter at a meeting of the Board of Directors, the vote or abstention of each director present must be recorded in the minutes of the meeting.

4.12 Liability. Neither a Member of the Board of Directors nor an officer of the Association shall be liable to the Association, any Owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any Member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

4.13 Compensation. No director shall receive any compensation from the Association for acting as such.

4.14 Committees. The Board may from time to time establish committees of the Board pursuant to ORS 65.354, including an Architectural Review Committee. Such standing or temporary committees as may be necessary from time to time consisting of Owners and at least one Member of the Board of Directors shall have such powers as the Board of Directors may designate. Such committees shall hold office at the pleasure of the Board.

4.15 Enforcement Procedures. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, these Bylaws or the

Rules and Regulations. To the extent specifically required by the Declaration, the Board of Directors shall comply with the following procedures prior to the imposition of sanctions:

4.15.1 Notice. The Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Board of Directors or a covenants committee appointed by the Board of Directors, if any; and (iv) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.

4.15.2 Response. The alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board of Directors in writing within such fourteen (14) day period the Board of Directors may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided, however, that the Board of Directors or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any response or request for a hearing shall be delivered to the Association's manager, President or Secretary, or as otherwise specified in the notice of violation.

4.15.3 Proof of Notice. Prior to the effectiveness of sanctions imposed pursuant to this section, proof of proper notice shall be placed in the minutes of the Board of Directors or covenants committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

4.15.4 Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board of Directors or the covenants committee, as applicable. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing (i.e., the decision) and the sanction, if any, to be imposed.

4.15.5 Appeal. Following a hearing before the covenants committee, if applicable, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President or Secretary within ten (10) days after the hearing date.

4.15.6 Enforcement Policies. The Board of Directors, by resolution, may adopt additional policies and procedures governing enforcement of the Declaration, these Bylaws or the Rules and Regulations.

## ARTICLE 5 OFFICERS

5.1 Designation and Qualification. The officers of the Association shall be the President, the Secretary, the Treasurer, and such Vice Presidents and subordinate officers as the Board of Directors shall from time to time appoint. Each officer shall be a Member of the Board of Directors. Any two offices, except the offices of President and Secretary, may be held by the same person.

5.2 Election and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board to serve for one (1) year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

### 5.3 Removal and Resignation.

5.3.1 Any officer may be removed upon the affirmative vote of a majority of the Directors whenever, in their judgment, the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.3.2 Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided, however, that the Board of Directors may reject any postdated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

5.4 President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have powers of general supervision, direction and control of the business and affairs of the Association. He or she shall preside at all meetings of the Members and of the Board of Directors. He or she shall be an ex officio Member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of president of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.5 Vice Presidents. The Vice Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board of Directors.

5.6 Secretary.

5.6.1 The Secretary shall keep or cause to be kept a book of minutes of all meetings of directors and Members showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present or represented at Members' meetings and the proceedings thereof.

5.6.2 The Secretary shall give or cause to be given such notice of the meetings of the Members and of the Board of Directors as is required by these Bylaws or by law. The Secretary shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.6.3 If there are no Vice Presidents, then in the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Secretary.

5.7 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements. The books of accounts shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. The Treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

5.8 Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the Members.

ARTICLE 6  
ASSESSMENTS, RECORDS AND REPORTS

6.1 Assessments. As provided in the Declaration, the Association, through its Board of Directors, shall do the following:

6.1.1 Assess and collect from every Owner Assessments in the manner described in the Declaration.

6.1.2 Keep all funds received by the Association as Assessments, other than reserves described in the Declaration, in the Operations Fund and keep all reserves collected pursuant to the Declaration in the Reserve Fund and use such funds only for the purposes described in the Declaration.

6.1.3 From time to time, and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred with adequate allowance for reserves based upon the reserve study required by the Declaration, and determine whether the Annual Assessment should be increased or decreased. Within thirty (30) days after adopting a proposed annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt a budget, the last adopted annual budget shall continue in effect.

6.1.4 Fix the amount of the Annual Assessment against each Building Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of any Assessment shall be sent to every Owner subject thereto and to any first mortgagee requesting such notice. The due dates shall be established by the Board of Directors, which may fix a regular flat Assessment payable on a monthly, quarterly, semiannual or annual basis. The Board of Directors shall cause to be prepared a roster of the Lots showing Assessments applicable to each Building Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner or mortgagee during regular business hours. Within ten (10) business days after receiving a written request, and for a reasonable charge, the Association shall furnish to any Owner or mortgagee a recordable certificate setting forth the unpaid Assessments against such Owner's Building Lot. Such certificate shall be binding upon the Association, the Board of Directors, and every Owner as to the amounts of unpaid Assessments

6.1.5 If Additional Properties are annexed to the Property, the Board of Directors shall assess any Lots included therein in accordance with the provisions of the Declaration.

6.1.6 Enforce the Assessments in the manner provided in the Declaration.

6.1.7 Keep records of the receipts and expenditures affecting the Operations Fund and Reserve Fund and make the same available for examination by Members and their mortgagees at convenient hours, maintain an Assessment roll showing the amount of each Assessment against each Owner, the amounts paid upon the account and the balance due on the Assessments, give each Member written notice of each Assessment at least 30 days before the time when such Assessments shall become due and payable; and for a reasonable charge, promptly provide any Owner or mortgagee who makes a request in writing with a written certificate of such Owner's unpaid Assessments.

6.2 Records. The Association shall keep within the State of Oregon correct and complete financial records sufficiently detailed for proper accounting purposes, keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and retain all documents, information and records turned over to the Association by Declarant. All documents, information and records delivered to the Association by Declarant pursuant to ORS 94.616 shall be kept within the State of Oregon.

6.3 Statement of Assessments Due. The Association shall provide, within ten (10) business days after receipt of a written request from an Owner or mortgagee, a written statement that provides: (a) the amount of assessments due from the Owner and unpaid at the time the

request was received, including regular and special assessments, fines and other charges, accrued interest, and late-payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed-rate charge for late payment. The Association is not required to comply with this section if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.4 Inspection of Books and Records. Except as otherwise provided in ORS 94.670, during normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by Owners, lenders, and holders of any mortgage of a Building Lot that make the request in good faith for a proper purpose, current copies of the Declaration, Articles, Bylaws, Rules and Regulations, amendments or supplements to such documents and the books, records, financial statements and current operating budget of the Association. The Association shall maintain a copy, suitable for purposes of duplication, of each of the following: (a) the Declaration, these Bylaws, the Rules and Regulations and any amendments or supplements to them, (b) the most recent financial statement of the Association, and (c) the current operating budget of the Association. The Association, within ten (10) business days after receipt of a written request by an Owner, shall furnish copies of such documents to the requesting Owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs for furnishing the documents, information or records.

6.5 Payment of Vouchers. The Treasurer or managing agent shall pay all vouchers for all budgeted items and for any non-budgeted items, up to \$1,000 signed by the President, managing agent, manager or other person authorized by the Board of Directors. Any voucher for non-budgeted items in excess of \$1,000 shall require the authorization of the President or a resolution of the Board of Directors.

6.6 Execution of Documents. The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable for any purpose or for any amount.

6.7 Reports and Audits. An annual financial statement consisting of a balance sheet and an income and expense statement for the preceding year shall be rendered 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 and furnish copies thereof to the Members. At any time any Owner or holder of a mortgage may,

at their own expense, cause an audit or inspection to be made of the books and records of the Association. Subject to ORS 94.670 (4) and its applications, if the Association has annual assessments exceeding \$75,000, it shall cause the financial statement required herein to be reviewed within 180 days after the end of the fiscal year by an independent certified public accountant licensed by the State of Oregon.

## ARTICLE 7 INSURANCE

7.1 Types of Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, the following insurance:

### 7.1.1 Property Damage Insurance.

(a) To the extent there is any insurable property on the Common Property, the Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and “all risk” endorsements, and such other coverages as the Association may deem desirable.

(b) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Property (exclusive of land, foundation, excavation, road surfaces and other items normally excluded from coverage), subject to a reasonable deductible as determined by the Board of Directors pursuant to Section 7.1.5 below.

(c) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Property, and all personal property and supplies belonging to the Association.

(d) Such policy or policies shall name the Association and shall provide for loss payable in favor of the Association.

### 7.1.2 Liability Insurance.

(a) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board of Directors, and the managing agent, if any, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Property, including legal liability arising out of lawsuits related to employment contracts of the Association.

(b) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named

insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

7.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

7.1.4 Fidelity Insurance.

(a) The Board of Directors shall cause the Association to maintain fidelity bond or insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association and for computer fraud and funds transfer fraud. 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 by the Association.

(b) The total amount of fidelity bond or insurance coverage required shall be based upon the best business judgment of the Board of Directors, however, in no event shall such coverage be at least equal to the combined amount of: (A) funds maintained in the name of the Association in accounts under ORS 94.670; and (B) any obligations issued by the United States government purchased by the Association under ORS 94.670. Following the turnover meeting, on an annual basis, with the approval of Owners representing a majority of the votes present at a meeting, the Board of Directors may elect for the following year to not maintain the fidelity bond coverage required under this Section or to maintain fidelity bond coverage in an amount less than that required under this subsection for the following year.

(c) Such fidelity bond or 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.

7.1.5 The insurance policies maintained by the Association under this Section 7.1 may contain deductibles in the amounts determined by the Board of Directors. In determining the deductible under the policies, the Board shall take into consideration, among other factors: the availability, cost, and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment. In no event may the deductible exceed the maximum amount allowed under ORS 94.675 as it may be amended, which is \$10,000 as of the date of these Bylaws.

7.2 Planned Community Act Requirements. The insurance maintained by the Association shall comply with the requirements of the Oregon Planned Community Act, ORS 94.550 to 94.780.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Seal. The Board of Directors may, by resolution, adopt a corporate seal.

8.2 Notice. 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 Members shall be sent to the Member's Lot or to such other address as may have been designated by the Member from time to time in writing to the Board of Directors.

8.3 Electronic Notices. Except as set forth below, and notwithstanding any requirement under the Declaration or these Bylaws or ORS 94.550 to 94.783, in the discretion of the Board of Directors, any notice, information or other written material required to be given to an Owner or director under the Declaration or these Bylaws or ORS 94.550 to 94.783, may be given by electronic mail, facsimile or other form of electronic communication. Notwithstanding the first sentence of this section, electronic mail, facsimile or other form of electronic communication may not be used to give notice of: (a) Failure to pay an assessment; (b) Foreclosure of an Association lien under ORS 94.709; or (c) An action the Association may take against an Owner. An Owner or director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board of Directors to provide notice in the manner required under the Declaration or these Bylaws or ORS 94.550 to 94.783.

8.4 Waiver of Notice. Whenever any notice to any Member or director is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

8.5 Conflicts. These Bylaws are intended to comply with the Oregon Planned Community Act, the Oregon Nonprofit Corporation Law, the Declaration and the Articles of Incorporation. In case of any irreconcilable conflict, such statutes and documents shall control over these Bylaws.

## ARTICLE 9 AMENDMENTS TO BYLAWS

9.1 How Proposed. Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by Members holding at least thirty percent (30%) of the voting rights entitled to be cast for such amendment. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or be attached to any request for consent to the amendment.

## 9.2 Adoption.

9.2.1 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Members and may be approved by the membership at a meeting called for such purpose, by a ballot meeting pursuant to Section 3.13, or by written consent of the Members. Members not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by Members holding a majority (at least 50%) of the voting rights, voting in person, by proxy, or by ballot, at a meeting or ballot meeting of the Association at which a quorum is represented. Amendment or repeal of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration.

9.2.2 Notwithstanding the provisions of the preceding paragraph, until the Turnover Meeting has occurred, Declarant shall have the right to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, 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 that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association, voting in person, by proxy, or by ballot, at a meeting or ballot meeting of the Association at which a quorum is represented.

9.3 Relationship to Declaration. If a provision required to be in the Declaration under ORS 94.580 is included in these Bylaws, the voting requirements for amending the Declaration shall also govern the amendment of the provision in these Bylaws.

9.4 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws and ORS 94.625, acknowledged and recorded in the Deed Records of Marion County, Oregon.

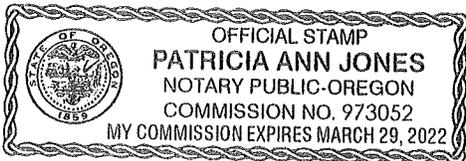
[Signatures on next page.]

These Bylaws of East Park Estates Homeowners Association have been adopted as of the 13 day of July, 2021.

By: \_\_\_\_\_  
Its: President

STATE OF OREGON )  
 ) ss.  
COUNTY OF CLACKAMAS )

The foregoing instrument was acknowledged before me this 13 day of July, 2021, by Kiril Ivanov, President for East Park Estates Homeowners Association and he acknowledged to me that he executed the same freely and voluntarily.

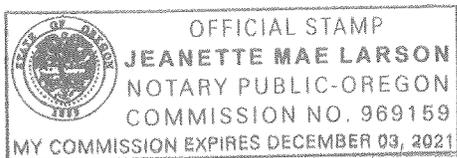


\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: March 29, 2022

By: \_\_\_\_\_  
Its: Secretary

STATE OF OREGON )  
 ) ss.  
COUNTY OF CLACKAMAS )

The foregoing instrument was acknowledged before me this 13 day of July, 2021, by Patricia Jones, Secretary for East Park Estates Homeowners Association and he acknowledged to me that he executed the same freely and voluntarily.



\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: Dec 03 2021

**After recording, return to:**  
City Recorder, City of Salem  
555 Liberty Street SE, Room 205  
Salem OR 97301-3513

**Send tax statements to:**  
Finance Department, City of Salem  
555 Liberty Street SE, Room 230  
Salem OR 97301-3513

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## Warranty Deed

East Park, LLC an Oregon limited liability company hereinafter called Grantor, 27375 SW Parkway Ave, Willsonville, Oregon, conveys and warrants to the CITY OF SALEM, an Oregon municipal corporation, organized and existing under and by virtue of the laws of the State of Oregon, hereinafter called Grantee, 555 Liberty Street SE, Salem, Oregon 97301-3513, all that real property situated in Marion County, State of Oregon, described as follows:

See Exhibit A attached and as shown on Exhibit B attached hereto.

Grantor covenants that it is the owner of the above-described property free of all encumbrances except those easements of record and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is no money, but for other valuable consideration.

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST

FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

Grantee assumes no liability for any hazardous waste on or from this Property. Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the Grantee, its officers, agents, and employees against any and all liabilities, damages, penalties, losses, claims, demands, actions, suits, and judgments (including attorney fees and costs), and any costs or expenses incurred resulting from the presence of hazardous waste onto or from the Property, including any and all costs associated with clean up or remediation that may be required. This provision shall not apply to a release of hazardous waste onto or from the Property caused by the officers, agents, or employees of Grantee. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability. “Hazardous waste” has the same meaning as provided in Oregon Revised Statutes 466.005, as may be amended.

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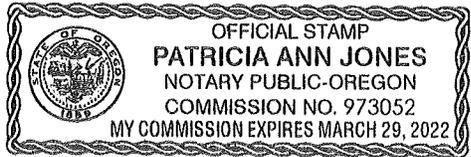
Dated this 21st day of June, 2021.

East Park, LLC, an Oregon limited liability company

By: [Signature]  
Kiril Ivanov, Member

STATE OF OREGON )  
County of Clackamas ) ss.

This instrument was acknowledged before me on June 21st, 2021,  
by Kiril Ivanov as a Member of East Park, LLC, an Oregon limited liability company.



[Signature]  
Notary Public—State of Oregon  
My commission expires: March 29, 2022

ACCEPTED ON BEHALF OF THE CITY OF SALEM BY:

[Signature]  
Steven D. Powers, City Manager

APPROVED AS TO FORM:

[Signature]  
City Attorney

Dan Atchison  
Print Name

Checked By: HW for PK  
Project or Permit Number: 20-116910-PL  
June 21, 2021

**Exhibit A**  
Storm Water Facility

All that real property being described as the "Storm Drian Facility to the City of Salem" and "Lot 148" on the Plat of East Park Estates P.U.D., Recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Marion County Book of Town Plats, situate in the Northwest One-Quarter of Section 29, Township 7 South, Range 2 West, Willamette Meridian, City of Salem, County of Marion, State of Oregon.

06/21/2021

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Paul M. Kowalczyk*

OREGON  
DECEMBER 03, 2014  
PAUL M. KOWALCZYK  
79315

RENEWS: 06/30/2021

# EXHIBIT B

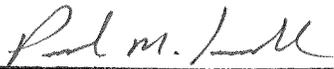
Auburn Road NE CR-739 (Variable Width)

Redmond Street  
(Private 52')

LOT 148

Storm Drain Facility  
to the City of Salem

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

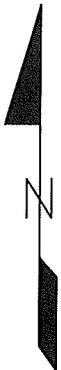
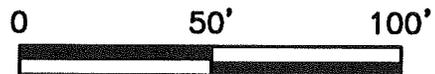


OREGON  
DECEMBER 03, 2014  
PAUL M. KOWALCZYK  
79315

RENEWS: 06/30/2021

East Park Estates P.U.D., Recorded in  
Volume \_\_\_\_\_, Page \_\_\_\_\_, Marion  
County Book of Town Plats

LOT 149



CITY OF *Salem*  
AT YOUR SERVICE

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION  
555 Liberty Street SE, Room 325  
Salem, OR 97301-3513  
Phone 503-588-6211  
www.cityofsalem.net

MAY 2021