

AFTER RECORDING RETURN TO:  
Mountain Meadows Owners Association  
855 Mountain Meadows Drive  
Ashland OR 97520

All tax statements should be sent to the above address



I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.  
Christine Walker - County Clerk

**Grantor:** Mountain Meadows Planned Community  
**Grantee:** Public

**2016 AMENDED AND RESTATED  
DECLARATION FOR  
MOUNTAIN MEADOWS PLANNED COMMUNITY**

Doc.# 1996-24900  
Doc.# 2005-025659

**CERTIFICATION**

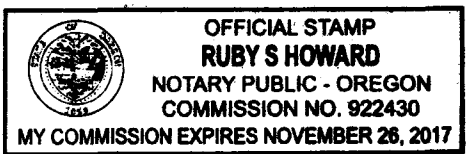
The undersigned President and Secretary of Mountain Meadows Planned Community, an Oregon nonprofit corporation, hereby certify that the within 2016 Amended and Restated Declaration for Mountain Meadows Planned Community has been approved in accordance with the Initial Declaration and ORS 94.590.

Lola Egan  
Lola Egan, President  
**Mountain Meadows Planned Community,  
an Oregon nonprofit corporation**

STATE OF OREGON )  
County of JACKSON ) ss.

The foregoing instrument was acknowledged before me this 22 day of January, 2016 by Lola Egan, President, of Mountain Meadows Planned Community, an Oregon nonprofit corporation, on its behalf.

Ruby S. Howard  
Notary Public for Oregon  
My Commission Expires: NOVEMBER 26, 2017

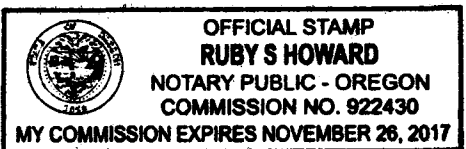


Nancy Schlangen  
Nancy Schlangen, Secretary  
**Mountain Meadows Planned Community,  
an Oregon nonprofit corporation**

STATE OF OREGON )  
County of JACKSON ) ss.

The foregoing instrument was acknowledged before me this 22 day of January, 2016, by Arlene Rogers, Secretary, of Mountain Meadows Planned Community, an Oregon nonprofit corporation, on its behalf.

Ruby S. Howard  
Notary Public for Oregon  
My Commission Expires: NOVEMBER 26, 2017



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DECLARATION FOR  
MOUNTAIN MEADOWS PLANNED COMMUNITY**

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**2016 AMENDED AND RESTATED  
DECLARATION FOR  
MOUNTAIN MEADOWS PLANNED COMMUNITY**

This 2016 Amended and Restated Declaration for Mountain Meadows Planned Community (“2016 Amended and Restated Declaration”) is made by Mountain Meadows Owners Association, Inc., an Oregon nonprofit corporation (“Association”).

**RECITALS**

**A.** Mountain Meadows (the Planned Community) is a planned community located in the City of Ashland, Jackson County, Oregon. The Planned Community was created by Mountain Meadows L.L.C., an Oregon limited liability company (“Declarant”) pursuant to the Oregon Planned Community Act (ORS 94.550 to 94.873) by the following documents recorded, as indicated, in the Records of Jackson County, Oregon:

- Covenants, Conditions, and Restrictions for Mountain Meadows Owners’ Association recorded July 25, 1996 as Document No. 96-24900 (the “Initial Declaration”).
- Bylaws of Mountain Meadows Owner’s Association (the “Initial Bylaws”) recorded July 26, 1996 as Document No. 96-249001.
- Plat of Mountain Meadow Subdivision Phase 1 recorded November 9, 1995 as Document No. 1995-996704 (Vol. 20, P 58, Plat Records).
- Plat of Mountain Meadows Subdivision Phase 2 recorded June 5, 1996, as Document No. 1996-997500 (Vol. 21, P.22, Plat Records).

**B.** Mountain Meadows Owners Association, Inc. is the association of owners formed pursuant to the Initial Declaration and Initial Bylaws and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed May 29, 1996, in the office of the Oregon Secretary of State, Corporation Division.

**C.** By the following documents recorded in the Records of Jackson County, Oregon, the Planned Community was expanded to include additional property and certain property was withdrawn from the Planned Community:

- Supplemental Declaration of the Mountain Meadows Owners’ Association recorded July 27, 1998 as Document No. 98-34427.
- Supplemental Declaration “B” to the Mountain Meadows Owners’ Association recorded July 19, 2007 as Document No. 2000-29924.

**D.** The Initial Declaration and Initial Bylaws were amended, to the extent consistent with the Oregon Planned Community Act, by the documents recorded in the Records of Jackson County, Oregon set forth in attached **Exhibit A**.

**E.** The property currently subject to the Initial Declaration and the jurisdiction of the Association is described in attached **Exhibit B**.

**F.** Hunter S. Hill and Madeline S. Hill, as tenants by the entirety, (“Successor Declarant”) succeeded to the interest of Declarant by deed recorded May 3, 2006 as Document No. 2006-023069, Records of Jackson County, Oregon.



1 G. 2016 Amended and Restated Bylaws are being recorded concurrently with this 2016  
2 Amended and Restated Declaration for Mountain Meadows Planned Community  
3

4 H. The Association and owners desire to amend and restate in its entirety the Initial  
5 Declaration as amended by the documents specified in Recital D above.  
6

7 NOW, THEREFORE, pursuant to Section 14.2 of the Initial Declaration and ORS 94.590, with  
8 the approval of owners holding at least seventy-five percent (75%) of the votes and mortgagees and  
9 Successor Declarant, to the extent required under the Initial Declaration and Initial Bylaws, Association  
10 and owners hereby amend and restate in its entirety the Initial Declaration as amended by the documents  
11 specified in Recitals D above. To the extent indicated, the Initial Declaration, as amended, is replaced  
12 and superseded by this 2016 Amended and Restated Declaration that reads as set forth below.  
13

14 **ARTICLE 1**  
15 **DEFINITIONS**  
16

17 When used in this Declaration, the following terms, whether or not capitalized, have the  
18 following meanings:  
19

20 1.1 **“Act”** means the Oregon Planned Community Act, ORS 94.550 to 94.785, as it may be  
21 amended from time to time.  
22

23 1.2 **“Architectural Review Committee” or “ARC”** means the committee constituted and  
24 acting under Article 9 below.  
25

26 1.3 **“Articles of Incorporation”** means the Articles of Incorporation of the Association filed  
27 May 29, 1996, in the office of the Oregon Secretary of State, Corporation Division, as Registry No.  
28 519595-84, as the document may be amended or restated under the document and the Oregon Nonprofit  
29 Corporation Act.  
30

31 1.4 **“Assessment”** means any charge imposed or levied by the Association on or against an  
32 Owner or Dwelling pursuant to the provisions of this Declaration, the Bylaws or the Act, including  
33 Annual Assessments, Special Assessments and Personal Assessments as provided under Article 11 below.  
34

35 1.5 **“Association”** means Mountain Meadows Owners Association, Inc., an Oregon nonprofit  
36 corporation, and its successors and assigns.  
37

38 1.6 **“Board of Directors” or “Board”** means the board of directors of the Association  
39 elected as provided in the Bylaws.  
40

41 1.7 **“Bylaws”** means 2016 Amended and Restated Bylaws of Mountain Meadows Owners  
42 Association, Inc. recorded concurrently with this Declaration, as the document may be amended or  
43 restated as provided under the document and under the Act.  
44

45 1.8 **“Common Expenses”** means expenditures made by or financial liabilities incurred by  
46 the Association, including expenses specified in Section 11.9 below.  
47

48 1.9 **“Common Property”**:

49 (a) Means any real property or interest in real property, including any Community  
50 Facilities or other Improvements located on the property, that is owned or leased by the Association or  
51 owned as tenants in common by the Owners. Common Property includes:  
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(1) The property described in attached **Exhibit E**.

(2) The leasehold interest under Community Garden Lease described and depicted in attached **Exhibit C**

(3) Property for which a Supplemental Declaration of Common Property is recorded under Section 2.4 below.

(4) Property the Successor Declarant conveys to the Association as Common Property in the Mountain Hill Estates.

(b) Does not mean any Single-Family Lot, Residential Condominium Unit or other property acquired by the Association:

(1) By foreclosure of the lien for unpaid Assessments against the Single-Family-Lot, Residential Condominium Unit or other property under ORS 94.550 to 94.783 or deed in lieu of foreclosure of the lien.

(2) As a result of any other suit or action to collect an unpaid Assessment or to enforce compliance with the Declaration or Bylaws or any Rules or Regulations.

**1.10 “Community Facilities”** means the Clubhouse, Dining Room and Fitness Center described in Article 4 below and any other Improvements located on Common Property.

**1.11 “Community Garden Lease”** means the lease for the property described and depicted in attached **Exhibit C**. The lease is disclosed in the public record by Community Garden Lease Recording Memorandum recorded December 18, 2003 as Document No. 2003-84920 and rerecorded June 13, 2011 as Document No. 2011-017574, Records of Jackson County, Oregon. The memorandum includes the following lease information:

- Date: August 8, 2003.
- Parties: Mountain Meadows, L.L.C., (Landlord).
- Mountain Meadows Owners’ Association (Tenant).
- Commencement Date: August 8, 2003.
- Expiration Date: August 7, 2102, subject to the terms of the lease.

**1.12 “Compliance Committee” or “CC”** means the committee constituted and acting under Section 12.10 below.

**1.13 “Condominium”** means property submitted to the condominium form of ownership under the Oregon Condominium Act, including without limitation the following more particularly described in attached **Exhibit B**:

- (a) Mountain Meadows Hillside Condominium.
- (b) Mountain Meadows Parkside Condominium.
- (c) Mountain Meadows Plum Ridge Condominium.
- (d) Pavilion Condominium.

1           **1.14    “Condominium Terms”:**  
2

3           (a)     “Commercial Condominium Unit” means a unit designated a Commercial Unit in  
4 a Condominium Declaration.  
5

6           (b)     “Common Elements” means the General Common Elements and     Limited  
7 Common Elements specified in a Condominium Declaration.  
8

9           (c)     “Condominium Association” means the association of owners of a Condominium  
10 formed under ORS Chapter 100.  
11

12           (d)     “Condominium Declaration” means the instrument described in ORS 100.100 by  
13 which the condominium is created and as modified by any amendment or supplemental declaration  
14 recorded in accordance with the Oregon Condominium Act.  
15

16           (e)     “Condominium Documents” means the Condominium Declaration, any  
17 supplemental declaration, bylaws and articles of incorporation of a Condominium, including any  
18 amendments to the documents and any Rules and Regulations adopted under the documents.  
19

20           (f)     “Condominium Unit” means a Commercial Condominium Unit or a Residential  
21 Condominium Unit.  
22

23           (g)     “General Common Elements” means all portions of a Condominium that are not  
24 part of a Condominium Unit or a Limited Common Element as specified in the Condominium  
25 Declaration.  
26

27           (h)     “Limited Common Elements” means those Common Elements designated in the  
28 Condominium Declaration, as reserved for the use of a certain Condominium Unit or number of  
29 Condominium Units, to the exclusion of the other Condominium Units.  
30

31           (i)     “Residential Condominium Unit” means a unit designated a Residential Unit in a  
32 Condominium Declaration.  
33

34           **1.15    “Coordinating Council”** means the council constituted and acting under Section 5.6  
35 below.  
36

37           **1.16    “Day”** means a calendar day, unless a business day is expressly stated.  
38

39           **1.17    “Declarant”** means Mountain Meadows L.L.C., an Oregon limited liability company,  
40 and its successors and assigns.  
41

42           **1.18    “Declaration”** means this 2016 Amended and Restated Declaration for Mountain  
43 Meadows Planned Community as the document may be amended or restated as provided in the document  
44 and under the Act or supplemented by a supplemental declaration recorded under Section 2.4 or 16.4  
45 below.  
46

47           **1.19    “Design Guidelines”** means the design guidelines, if any, adopted by the Board of  
48 Directors under Section 9.3 below.  
49

50           **1.20    “Director”** means a member of the Board of Directors.  
51

1           **1.21 “Dwelling”** means a Residential Condominium Unit and a building designated for  
2 separate residential occupancy that is located on a Single-Family Lot, as applicable. Reference to a  
3 Dwelling in this Declaration shall be deemed to include the interest in the Common Elements or the  
4 Single-Family Lot as the context of the provision may require.  
5

6           **1.22 “Guest Resident”** means an Individual who resides in a Dwelling for less than sixty-one  
7 (61) days in any twelve (12) month period, unless another period is specified in rules adopted by the  
8 Board of Directors.  
9

10           **1.23 “HOPA”** means Housing for Older Persons Act of 1995, Title VIII of the Civil Rights  
11 Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988  
12 (the Fair Housing Act) and any further amendments thereto.  
13

14           **1.24 “Improvement”** means any structure or improvement of any kind placed or constructed  
15 in, under or upon the Property, including, without limitation, landscaping, painting, any building,  
16 Dwelling, deck, porch, garage, carport, fence, screening wall or barrier, retaining wall, road, driveway,  
17 parking area, utility distribution facility or other product of construction efforts.  
18

19           **1.25 “Index”** means the Consumer Price Index for Urban Wage Earners and Clerical Workers  
20 (1996=100), U.S. City Average for All Items, as published by the Bureau of Labor Statistics, U.S.  
21 Department of Labor or a comparable index selected by the Board of Directors.  
22

23           **1.26 “Individual”** means a human being.  
24

25           **1.27 “Initial Bylaws”** means Bylaws of Mountain Meadows Owner’s Association recorded  
26 July 25, 1996 as Document No. 96-24901, Records of Jackson County, Oregon as amended by the  
27 documents specified in attached **Exhibit A**.  
28

29           **1.28 “Initial Declaration”** means Covenants, Conditions, and Restrictions for Mountain  
30 Meadows Owners’ Association recorded July 25, 1996 as Document No. 96-24900, Records of Jackson  
31 County, Oregon as may be amended and supplemented by the documents specified in attached **Exhibit A**.  
32

33           **1.29 “Legal Requirements”** means all applicable local, state and federal statutes, rules,  
34 regulations, codes and other such requirements.  
35

36           **1.30 “Majority” or “Majority of Owners”** means more than fifty percent (50%) of the  
37 Voting Rights allocated to the Dwellings specified under Section 5.3 below.  
38

39           **1.31 “Mortgage”** means a mortgage, trust deed and a contract of sale (or memorandum of  
40 contract) that is recorded in the Records of Jackson County, Oregon.  
41

42           **1.32 “Mortgagee”** means a mortgagee, beneficiary of a trust deed and vendor under a contract  
43 for the sale of real estate (or Memorandum of Contract) that is recorded in the Records of Jackson  
44 County, Oregon.  
45

46           **1.33 “Mountain Hill Estates”** means:  
47

48           (a) The following described property:  
49

50                           Parcel No. Three (3) of Partition Plat No. P-14-2001 recorded March 15, 2001, in  
51                           Record of Partition Plats in Jackson County, Oregon, and filed as Survey No.  
52                           16831, in the Office of the County Surveyor.

1  
2 (b) The term Mountain Hill Estates means the property described in Subsection (a)  
3 of this section, regardless of its use or ownership as may be permitted under this  
4 Declaration or whether it is subdivided, partitioned or submitted to the  
5 condominium form of ownership under the Oregon Condominium Act as  
6 provided under Article 16 below.  
7

8 **1.34** **"Mountain Meadows"** means the Planned Community.  
9

10 **1.35** **"Occupant"**:  
11

12 (a) Means an Individual residing in a Dwelling and when the context requires,  
13 includes an Owner.  
14

15 (b) Does not mean a Guest Resident.  
16

17 **1.36** **"Oregon Condominium Act"** means ORS Chapter 100, as it may be amended from time  
18 to time.  
19

20 **1.37** **"Oregon Nonprofit Corporation Act"** means ORS Chapter 65, as it may be amended  
21 from time to time.  
22

23 **1.38** **"Owner"**:  
24

25 (a) "Owner" means the Person owning a fee simple interest in a Dwelling.  
26 However, the following are considered the owner unless otherwise provided in the instrument:  
27

28 (1) The holder of a vendee's interest under a land sales contract that is  
29 recorded in the Records of Jackson County, Oregon (or a memorandum of the contract).  
30

31 (2) The holder of a leasehold estate in the Dwelling for a term of more than  
32 twenty (20) years that is recorded in the Records of Jackson County, Oregon. However, the Person  
33 owning a fee simple interest in a Dwelling is also the Owner for the purposes of actions by the  
34 Association under Sections 12.3(3) and 12.4 below.  
35

36 (3) The holder of a life estate in the Dwelling. However, the Person owning  
37 a fee simple interest in a Dwelling is also the Owner for the purposes of actions by the Association under  
38 Sections 12.3(3) and 12.4 below.  
39

40 (b) If at any time there is more than one (1) vendee's or lessee's interest, the holder of  
41 the most recent interest is considered the Owner.  
42

43 (c) "Owner" does not mean:  
44

45 (1) A Tenant or a Person holding only a security interest in a Dwelling  
46 (including the holder of a vendor's interest under a land sales contract, unless otherwise stated in the  
47 contract).  
48

49 (2) The holder of a leasehold estate in a Dwelling for a term of twenty (20)  
50 years or less.  
51

1           **1.39**    “**Percent of Owners**” or “**Percentage of Owners**” means the percent of the    Voting  
2 Rights allocated to the Dwellings specified under Section 5.3 below.  
3

4           **1.40**    “**Permissive Use Agreement**” means an agreement between an Owner and the  
5 Association, approved by the ARC and terminable at the discretion of the Association, which allows the  
6 Owner to make Improvements or other changes to the Common Property bordering the Owner’s Single-  
7 Family Lot or Condominium under any terms and conditions prescribed by the ARC or the Association.  
8

9           **1.41**    “**Person**” means an Individual, association, corporation, partnership, limited liability  
10 company or other legal entity.  
11

12           **1.42**    “**Personal Assessment**” means an Assessment imposed by the Association under Section  
13 11.12 below.  
14

15           **1.43**    “**Planned Community**” and “**Property**” mean the property described on attached  
16 **Exhibit B** and all Improvements located on the property and any property annexed to the Planned  
17 Community by supplemental declaration of common property recorded under Sections 2.4 or 2.6 below.  
18

19           **1.44**    “**Plat**” means one (1) or all, as the context requires, of the following subdivision and  
20 partition plats that are recorded or that may be recorded in the Records of Jackson County, Oregon:  
21

22                   (a)    Subdivision Plats.  
23

24                               (1)    Mountain Meadows Subdivision Phase 1 recorded November 9, 1995 in  
25 Vol. 20, Page 58, Plat Records (“Mt. Meadows No. 1 Plat”).  
26

27                               (2)    Mountain Meadows Subdivision Phase 2 recorded June 5, 1996 in    Vol.  
28 21, Page 22, Plat Records (“Mt. Meadows No. 2 Plat”).  
29

30                               (3)    Great Oaks Subdivision at Mountain Meadows recorded August 19, 1998  
31 in Vol. 24, Page 34, Plat Records (“Great Oaks Plat”).  
32

33                               (4)    Plum Ridge Subdivision recorded July 19, 2000 in Vol. 26, Page 24, Plat  
34 Records (“Plum Ridge Plat”).  
35

36                               (5)    Any other plat recorded under ORS 92.010 to 92.190 that is a replat of  
37 property described in attached **Exhibit B**.  
38

39                   (b)    Partition Plats.  
40

41                               (1)    Partition Plat P-48-99 recorded August 17, 1999 in Vol. 10, Page 48,  
42 Record of Partition Plats (“P-48-99 Plat”).  
43

44                               (2)    Partition Plat P-13-2000 recorded March 1, 2000 in Vol. 11, Page 13,  
45 Record of Partition Plats (“P-13-2000 Plat”).  
46

47                               (3)    Partition Plat P-14-2001 recorded March 15, 2001 in Vol. 12, Page 14,  
48 Record of Partition Plats (“P-14-2001 Plat”).  
49

50                               (4)    Partition Plat P-39-2004 recorded June 25, 2004 in Vol. 15, Page 39,  
51 Record of Partition Plats (“P-39-2004 Plat”).

1 (5) Any other partition plat recorded under ORS 92.010 to 92.190 that is a  
2 partition or adjustment of property lines of property described in attached **Exhibit B**.

3  
4 (c) Annexed Property. Plat of any property that is annexed to the Planned  
5 Community as Common Property under Section 2.4 below or as Platted Lots under Section 2.6 below.

6  
7 **1.45 “Platted Lot”:**

8  
9 (a) Means a numerically designated and depicted lot on a Subdivision Plat specified  
10 under Section 1.44(a) above.

11  
12 (b) Means a numerically designated and depicted parcel on a Partition Plat specified  
13 under Section 1.44(b) above.

14  
15 **1.46 “Professional Manager”** means a business entity and independent contractor having  
16 multiple employees who has knowledge of the fundamentals of planned community management,  
17 including the Act and other laws pertaining to planned community management, and such other  
18 knowledge and experience as prescribed by rules adopted by the Board of Directors, subject to the  
19 exceptions specified in Section 4.9 of the Bylaws.

20  
21 **1.47 “Record Date”** means the date established under Section 2.5 of the Bylaws on which the  
22 Association determines the identity of Owners and the rights of Owners for the purposes of this  
23 Declaration, the Bylaws, the Act and the Oregon Nonprofit Corporation Act.

24  
25 **1.48 “Reserve Account”** means an account required by ORS 94.595 or any successor section.

26  
27 **1.49 “Resolution”** means a written document that:

28  
29 (a) Is used by the Board of Directors at a meeting of the Board or by the Owners at a  
30 meeting of the Owners to take action such as to adopt a Rule or Regulation; and

31  
32 (b) Complies with the requirements of Section 6.9 of the Bylaws.

33  
34 **1.50 “Rules and Regulations” or “Rules or Regulations”** means all or any, as the context  
35 requires, policies, procedures and rules adopted by the Board of Directors or Owners pursuant to the  
36 authority granted in this Declaration, the Bylaws, the Act or the Oregon Nonprofit Corporation Act.

37  
38 **1.51 “Single-Family Lot”** means any of the Platted Lots described on attached **Exhibit D** and  
39 any future Platted Lot intended for a single Dwelling in Mountain Hill Estates.

40  
41 **1.52 “Successor Declarant”** means Hunter S. Hill and Madeline S. Hill, as tenants by the  
42 entirety, and their successors and assigns if the Person acquires special declarant rights under the Act.

43  
44 **1.53 “Voting Rights”** means the votes allocated to the Dwellings specified under Section 5.3  
45 below.

46  
47 **1.54 “Yard Maintenance Area”** means the yard area of a Single-Family Lot or the Common  
48 Element land of a Condominium Association for which the Association has maintenance responsibility  
49 under Section 10.1(c) below. Yard Maintenance Areas are described and identified by rules adopted by  
50 the Board of Directors in accordance with Section 10.1(c) below.

51  
52 **1.55 Additional Definitions.** Unless the context clearly requires otherwise:

1  
2 (a) Incorporation by Reference. Except as otherwise provided in this Declaration,  
3 terms used in this Declaration, whether or not capitalized, that are defined in ORS 94.550 have the  
4 meanings set forth in ORS 94.550.

5  
6 (b) Other Definitions. Terms that are not defined in this article but are defined  
7 elsewhere in this Declaration, whether or not capitalized, have the respective meanings given them in the  
8 provisions of this Declaration.

9  
10 **ARTICLE 2**  
11 **PROPERTY SUBJECT TO THIS DECLARATION;**  
12 **DESCRIPTION AND CLASSIFICATION**  
13 **OF PLANNED COMMUNITY**  
14

15 **2.1 The Property.**

16  
17 (a) Legal Description; Binding Effect. Association hereby declares that all of the  
18 property described in attached **Exhibit B** shall be owned, conveyed, encumbered, used, occupied and  
19 improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges,  
20 described in this Declaration run with the Property and are binding upon all parties having or acquiring  
21 any right, title or interest in the Property or any part thereof and inure to the benefit of the Association and  
22 each Owner.

23  
24 (b) General Description of Planned Community. The Planned Community currently  
25 includes:

26  
27 (1) Four (4) Condominiums described in Section 1.13 above.

28  
29 (2) Single-Family Lots described in Section 1.51 above.

30  
31 (3) Common Property including the Clubhouse, Dining Room, Fitness  
32 Center and other Common Facilities, a Community Garden, pocket parks, walking trails, a small  
33 gazebo, bird watching areas, one or more ponds, a natural wildlife resource area and grass lawn  
34 areas.

35  
36 (c) Number and Designation of Platted Lots. The Property currently consists of:

37  
38 Sixty-five (65) Single-Family Lots.

39 One (1) parcel (designated Mountain Hill Estates) created by partition plat.

40 One Hundred Seventy (170) Condominium Units that are designated as follows  
41 in the applicable Condominium Declaration:

42 One Hundred Sixty-one (161) Residential Condominium Units

43 Nine (9) Commercial Condominium Units, (includes one (1) unit

44 designated Common Property under Section 1.9 above).

45  
46 **2.2 Classification of Planned Community; Application of Act.** The Property is a Class I  
47 Planned Community and subject to the provisions of the Act as provided this Declaration and the Bylaws.

48  
49 **2.3 Designation of Additional Common Property.**

50  
51 (a) Proposals. A proposal to annex property to the Planned Community as Common  
52 Property or to convert and designate as Common Property a Single Family Lot, all or a portion of a



1 Condominium, or all or a portion of Mountain Hill Estates (if and only if Successor Declarant elects in its  
2 sole discretion to convey all or a portion of Mountain Hill Estates to the Association for such purpose)  
3 under this section must be by Resolution adopted by the Board of Directors except for any conveyance of  
4 any portion of Mountain Hill Estates to the Association as Common Property by Successor Declarant  
5 pursuant to its special rights under Article 16 below. Subject to any requirements for approval by Owners  
6 of a Major Capital Expenditure under Section 11.7 below or other provision of this Declaration, a  
7 proposal may provide that:

8  
9 (1) The Association purchase the property or arrange for the purchase of the  
10 property as Common Property.

11  
12 (2) The Association agree that property be conveyed to the Association as  
13 Common Property subject to such terms and conditions as may be appropriate.

14  
15 (3) The Common Property and any facilities located or to be located on the  
16 Common Property be used for a specified purpose.

17  
18 (b) Limitation. A proposal under Subsection (a) of this section may not include a  
19 change to any provision of this Declaration unless the provision is amended in accordance with Article 14  
20 below.

21  
22 **2.4 Supplemental Declaration of Common Property.**

23  
24 (a) If the Board of Directors adopts a Resolution under Section 2.3 above, unless the  
25 property has been conveyed to the Association, concurrently with the recording of the deed to the  
26 Association, or as soon as feasible after the recording, a "Supplemental Declaration of Common  
27 Property" must be executed and recorded as provided in this section. The supplemental declaration must:

28  
29 (1) Include a reference to recording index numbers and date of recording of  
30 this Declaration.

31  
32 (2) If property is being annexed to the Planned Community, include in the  
33 title of the supplemental declaration a reference to the annexation and a statement in the document that  
34 the property is being annexed to the Planned Community pursuant to Section 2.3 above.

35  
36 (3) Include a description of the property being designated as Common  
37 Property described as for recording in accordance with ORS 93.600.

38  
39 (4) When appropriate, identify the property by letter or other designation.

40  
41 (5) State that the property is being designated as Common Property pursuant  
42 to Sections 2.3 above and that a deed conveying the property to the Association has been recorded or is  
43 being recorded concurrently with the Supplemental Declaration of Common Property. If the Association  
44 owns the property, include a reference to recording index numbers and date of recording of deed or other  
45 instrument of conveyance.

46  
47 (6) Include any provisions required by the Resolution adopted under Section  
48 2.3 above.

49  
50 (7) Include any other provisions, consistent with this Declaration necessary  
51 for the administration of the Association and the Planned Community.

2 Article 14 below govern amending a provision of a supplemental declaration recorded under this section.

3  
4 (c) The supplemental Declaration must:

5  
6 (1) Be executed by the president and secretary on behalf of the Association  
7 and acknowledged in the manner provided for acknowledgment of deeds by the officers.

8  
9 (2) Include a certification by the officers that the conveyance complies with  
10 Section 2.3 above.

11  
12 (3) Be recorded in the Records of Jackson County, Oregon.

13  
14 **2.5 Mountain Hill Estates.** Mountain Hill Estates is subject to rights of Successor Declarant  
15 under Article 16 below.

16  
17 **2.6 Annexation of Additional Property as Platted Lots.**

18  
19 (a) Owner Approval. With the approval of Owners holding more than fifty percent  
20 (50%) of the voting rights of the Planned Community, additional property may be annexed to Mountain  
21 Meadows and the jurisdiction of the Association as Platted Lots for residential purposes as provided in  
22 this section. This Section 2.6 does not apply at all to the Successor Declarant rights to develop Mountain  
23 Hill Estates including its division into multiple Platted Lots or into a Condominium because Mountain  
24 Hill Estates is already in the Planned Community

25  
26 (b) Procedure to Annex Additional Property. To annex property to Mountain  
27 Meadows and the jurisdiction of the Association pursuant to this section, the owner of the property to be  
28 annexed and the Association shall cause a supplemental declaration of annexation to be executed and  
29 recorded as provided in this section. The supplemental declaration of annexation shall:

30  
31 (1) Include a reference to recording index numbers and date of recording of  
32 this Declaration and the Bylaws and any amendments or supplement to the documents.

33  
34 (2) Include a description of the property being annexed described as for  
35 recording in ORS 93.600.

36  
37 (3) Include in the title of the supplemental declaration a reference to the  
38 annexation and a statement in the document that the property is being annexed to the Planned Community  
39 pursuant to this section.

40  
41 (4) State that property is being annexed to Mountain Meadows and subjected  
42 to the jurisdiction of the Association for residential purposes pursuant to this section.

43  
44 (5) State the number of Dwellings and numerical designation of the  
45 Dwellings on the plat.

46  
47 (6) With respect to any existing land classifications, state any additional or  
48 different limitations, uses, restrictions, covenants and conditions being established for the property being  
49 annexed approved by the Owners under Subsection (a) of this section.

50  
51 (7) With respect to any new land classifications being established, state any  
52 limitations, uses, restrictions covenants and conditions with respect to the property being annexed

1 approved by the Owners under Subsection (a) of this section.

2  
3 (8) Include any other provisions, consistent with this Declaration, necessary  
4 for the administration of the Association and Mountain Meadows.

5  
6 (c) Execution of Supplemental Declaration of Annexation. The supplemental  
7 declaration of annexation under this section shall:

8  
9 (1) Be executed by the owner of the property being annexed (and the vendee  
10 under any land sale contract for the property) in accordance with Subsection (b) of this section.

11  
12 (2) Be executed by the president and secretary on behalf of the Association.

13  
14 (3) Include a certification by the president and secretary of the Association  
15 that the annexation of the property was approved by the Owners in accordance with this section and that  
16 the officers have authority to execute the declaration of annexation pursuant to this section.

17  
18 (d) Acknowledgment and Recording of Supplemental Declaration of Annexation.

19  
20 (1) Execution of the supplemental declaration of annexation shall be  
21 acknowledged by the owner of the property being annexed and officers in the manner provided for  
22 acknowledgment of deeds.

23  
24 (2) The supplemental declaration of annexation must be recorded in the  
25 Records of Jackson County, Oregon.

26  
27 (e) Manner of Vote. A vote of Owners conducted under this section may be  
28 conducted at an annual or special meeting of the Association or a vote by written ballot in lieu of a  
29 meeting in accordance with the Bylaws.

30  
31 **ARTICLE 3**  
32 **PROPERTY RIGHTS IN PLATTED LOTS**

33  
34 **3.1 Owner's General Right to Use and Benefit of Platted Lot: No Restrictions on**  
35 **Alienation.**

36  
37 (a) Except as otherwise expressly provided in this Declaration or the Bylaws, the  
38 Owner of a Dwelling is entitled to the exclusive use and benefit of the Dwelling. Each Dwelling is bound  
39 by and the Owner shall comply with the restrictions contained in Articles 6, 7 and 8 below and all other  
40 provisions of this Declaration and the Bylaws for the mutual benefit of all Owners.

41  
42 (b) There are no restrictions on alienation of Platted Lots under this Declaration.

43  
44 **3.2 Restriction on Dwelling Division.**

45  
46 (a) Single-Family Lot. A Single-Family Lot may not be subdivided, partitioned or  
47 otherwise divided.

48  
49 (b) Condominium Unit. The division of a Condominium Unit is governed by the  
50 applicable Condominium Documents and the Oregon Condominium Act.

51  
52 **3.3 Single-Family Lot Line Adjustments.**

1  
2 (a) Subject to Subsection (b) of this section, with the written approval of the Board  
3 of Directors, the Owners of adjoining Single-Family Lots may elect to adjust the property line between  
4 the Single-Family Lots as may be permitted by the City of Ashland and Jackson County, Oregon in  
5 accordance with any applicable Legal Requirements. However, a property line adjusted in accordance  
6 with ORS 92.010 to 92.190 before the date this Declaration is recorded in the Records of Jackson County,  
7 Oregon that was not approved by the Board of Directors is not in violation of this subsection.

8  
9 (b) A property line adjustment, including by a partition plat, may not result in the  
10 elimination of a Single-Family Lot. This Section is inapplicable to the special Declarant rights in Article  
11 16 below.

12  
13 **3.4 Easements Shown on the Plat.** Each Platted Lot is subject to the easements shown on  
14 the applicable Plat.

15  
16 **3.5 Right of Entry.** In addition to the easements shown on the Plat or provided for under  
17 this Declaration, the Bylaws or law, subject to Section 12.2 below, property is subject to the right of entry  
18 for the benefit of Owners and the Association as specified in this section.

19  
20 (a) Single-Family Lots. From time to time at reasonable intervals, upon request  
21 given to the Owner or Occupant, if the Owner does not reside in the Dwelling, any Person authorized by  
22 the Board may enter that part of the Single-Family Lot outside the Dwelling to:

23  
24 (1) Perform maintenance, repair and replacements under Sections 10.1  
25 below or other provisions of this Declaration.

26  
27 (2) Make emergency repairs to a part of the Single-Family Lot outside the  
28 Dwelling that are necessary for the public safety or to prevent damage to Common Property or to another  
29 Single-Family Lot.

30  
31 (3) For any other purposes permitted under this Declaration.

32  
33 (b) Requests for Entry. Requests for entry under Subsection (a) of this section must  
34 be made in advance and at a time scheduled with the Owner or Occupant, except in the case of  
35 emergency, when the right is immediate. An emergency entry may not be deemed to constitute a trespass  
36 or otherwise create any right of action by the Owner of the Single-Family Lot.

37  
38 (c) General Common Elements of A Condominium. Any Person authorized by the  
39 Board of Directors may enter the General Common Elements of a Condominium:

40  
41 (1) For any purpose permitted under this Declaration.

42  
43 (2) As may be authorized by the board of directors of a Condominium  
44 Association.

45  
46 **ARTICLE 4**  
47 **PROPERTY AND USE RIGHTS**  
48 **IN COMMON PROPERTY**  
49

50 **4.1 Title to Common Property.** Fee title to the Common Property described in attached  
51 **Exhibit E** is vested in the Association by the following deeds recorded in the Records of Jackson County,  
52 Oregon:

1  
2 Deed recorded June 27, 2001 as Document No. 2001-29717.  
3 Deed recorded June 29, 2001 as Document No. 2001-30115.  
4 Deed recorded February 28, 2002 as Document No. 2002-10563.  
5 Deed recorded March 25, 2002 as Document No. 2002-15344.  
6

7 **4.2 Owner Easement of Use and Enjoyment.** Subject to the provisions of this article and  
8 other provisions of this Declaration, every Owner has right and easement of use and enjoyment in and to  
9 the Common Property. The easement is appurtenant to and passes with the title to every Platted Lot as  
10 provided in ORS 94.733.

11  
12 **4.3 Extent of Owners' Rights.** The rights of use and enjoyment in the Common Property  
13 are subject to the following and all other provisions of this Declaration:  
14

15 (a) Easements.

16  
17 (1) The following easements over, under and upon the Common Property are  
18 granted for the benefit of the Association and all Owners within the Property:  
19

20 (A) An easement on all Common Property for underground  
21 installations and maintenance of power, gas, electric, water and other utility and communication lines and  
22 services and any easement shown on a Plat.  
23

24 (B) An easement over all roadways for vehicular access within the  
25 Property and to adjacent areas.  
26

27 (C) An easement for construction, maintenance, repair and use of  
28 Common Property, including Community Facilities and other Improvements located thereon.  
29

30 (2) Any public authority, utility provider or cable provider has an easement  
31 over the Common Property for the installation, maintenance and development of utilities, including,  
32 without limitation, streetlights, water meters, fire hydrants and drainage facilities, and of cable systems.  
33

34 (b) Use of Common Property

35 (1) Except as otherwise provided in Subdivision (C) of this subsection and  
36 other provisions of this Declaration:

37 (A) The Common Property is reserved for the exclusive use and  
38 enjoyment of all Owners, Occupants, and their guests.  
39

40 (B) An Owner, Occupant, or guest may not use any part of the  
41 Common Property for private purposes. Private purposes includes, without limitation, placing,  
42 constructing or maintaining any Improvement on Common Property or excluding in any way other  
43 Owners and their guests from the use and enjoyment of the Common Property.  
44

45 (C) Owners may make Improvements and improve the utility of  
46 Common Property bordering the Owner's Single-Family Lot or Condominium only pursuant to the terms  
47 of a Permissive Use Agreement with the Association:

48 (i) A Permissive Use Agreement, in a form approved by the  
49 Association's legal counsel, must be recorded in the Deed Records of Jackson County, Oregon within  
thirty (30) days after ARC approval of the Improvement or other changes to the Common Property to

1 insure that the Association relinquishes no claim to ownership of the Common Property on which changes  
2 are made. The cost of preparing and recording the Agreement shall be the responsibility of the Owner  
3 requesting the change. A Permissive Use Agreement may be terminated at any time by the Association.

4 (ii) Any Improvements or other changes to the Common  
5 Property must be presented to the ARC for approval before they are made. Before granting approval of  
6 the proposed changes, the ARC will determine: 1) availability of irrigation for plantings, 2) compatibility  
7 of proposed changes with existing landscaping, 3) future maintenance requirements, and 4) the wishes of  
8 neighboring homeowners regarding the proposed changes.

9 (iii) Access to and use of the area where Improvements or  
10 other changes have been made will remain available to all members of the Association.

11 (iv) The Association, at any time, shall have the right to  
12 modify, remove or destroy any Improvements or other changes made by an Owner if the Board judges it  
13 to be in the best interest of the Association.

14 (v) Upon sale of a Single-Family Lot whose Owner has  
15 made Improvements or other changes to Common Property bordering that Owner's Single-Family Lot,  
16 the Owner is to notify the purchaser of the correct property boundaries and applicability of this Section to  
17 the property which is involved.

18  
19 (2) Pursuant to Article 9 of the Bylaws, the Board of Directors may adopt  
20 rules that govern use of Common Property, including, without limitation, rules that:

21 (A) Provide that after giving notice for an opportunity for a hearing,  
22 the Board of Directors may suspend the right of an Owner to use any Community Facilities located on  
23 Common Property for any period when the Owner is a delinquent in payment of Assessments as  
24 determined under Section 12.3 below or in violation of this Declaration or any Rules and Regulations.  
25 The suspension of the right to use the Community Facilities applies to any Individual whose right is  
26 derived from the Owner.  
27

28 (B) Limit the number of Owners, Occupants, guests or other  
29 Individuals permitted to use the Common Properties, including Community Facilities or other  
30 Improvements located on Common Property, during a specified period.

31 (C) Require a reasonable charge for admission and other fees for the  
32 use of any Community Facility located on Common Property and govern the use of the Community  
33 Facilities.  
34

35 (3) The Common Property and any Community Facilities or other  
36 Improvements located on the Common Property must be used for the purposes for which the same are  
37 reasonably intended, and their use, operation and maintenance may not be obstructed, damaged or  
38 unreasonably interfered with by any Owner, Occupant or other Person.  
39

40  
41 **4.4 Use of Clubhouse and Other Community Facilities.** Subject to Section 4.2 above and  
42 other provisions of this Declaration:

43 (a) The Clubhouse, Dining Room, Fitness Center, swimming pool and other  
44 Community Facilities and Improvements located on Common Property are intended for the use of all  
45 Owners and Occupants of Dwellings. However, in addition to Section 4.3 above, pursuant to Article 9 of  
46 the Bylaws, the Board may adopt rules that:  
47

48 (1) Permit an Owner or Occupant of a Dwelling to reserve the use of all or  
49 certain areas of the Clubhouse for reasonable periods as provided in this section.  
50

1  
2 (2) Require any Individual who uses Community Facilities, including fitness  
3 equipment and the swimming pool, to execute an agreement that indemnifies and holds harmless the  
4 Association and each present and future director, officer, Owner and authorized representative of the  
5 Association for, from, and against any and all claims, actions, proceedings, damages, liabilities, and  
6 expenses resulting from use of the applicable Community Facility.  
7

8 (b) The Clubhouse may not be used for any business or commercial purpose that is  
9 for the personal benefit an Owner or Occupant, except as approved by the Board.  
10

11 (c) Reservations under this section must be pursuant to a reservation system and  
12 rules adopted by Resolution of the Board. The rules:  
13

14 (1) To the greatest extent feasible, must prescribe a reservation system that  
15 provides all Owners and Occupants (based on a per Dwelling basis) an equal opportunity to reserve use of  
16 areas of the Clubhouse.  
17

18 (2) May require that a fee be charged to cover any additional costs incurred  
19 by the Association for use of the facility, including, without limitation, insurance coverage. The fee may  
20 include an initial deposit determined appropriate by the Board based on the event, including  
21 considerations such as number of Individuals anticipated to use the facility and the nature of activities.  
22

#### 23 **4.5 Dining Room.**

24

25 (a) Use as a Dining Room. The Dining Room (including the professional kitchen  
26 area) currently located in the Clubhouse must be available for use as a dining room for the services  
27 required under Subsection (b) of this section. Nothing precludes the use of the Dining Room for other  
28 purposes in accordance with rules adopted by the Board of Directors during periods when not used in  
29 conjunction with services provided under Subsection (b) of this section. However, use of the professional  
30 kitchen is subject to any contract with service providers and any applicable Legal Requirements. Nothing  
31 herein precludes relocation or expansion of the Dining Room as long as services continue to be provided  
32 under Subsection (b) of this section.  
33

34 (b) Responsibility for Operation of Dining Room; Required Services. The  
35 Association shall operate the Dining Room at least five (5) days per week provided that reductions in  
36 operation of the Dining Room may be made by the Board if necessary for financial reasons. The services  
37 are for the benefit of Owners and Occupants of Dwellings and their guests.  
38

39 (c) Cost of Operation; Rules. Operation of the Dining Room under Subsection (b) of  
40 this section is a Common Expense under Section 11.9 below. The Board of Directors may approve  
41 Dining Room menu pricing and may adopt rules that:  
42

43 (1) Allocate the additional charge imposed under Section 11.8(b) below to  
44 any components of the cost of operation of the Dining Room it deems appropriate.  
45

46 (2) Specify the dollar amount of food purchases funded by the payment of  
47 the additional charge imposed under Section 11.8(b) below beyond which there will be an additional  
48 charge for food purchases.  
49

50 (3) Impose charges for guest meals, take-out meals and delivery of meals.  
51

52 (4) Specify a procedure for adjustment of the Annual Assessment payable  
under Section 11.11 below:

1  
2 (A) When an Owner is not residing in the Dwelling.  
3

4 (B) When an Owner or Occupant of a Dwelling is unable for health  
5 reasons to consume meals provided by the Dining Room.  
6

7 (C) Under other circumstances the Board determines appropriate.  
8

9 (5) Allocate any Dining Room revenues from the additional charge imposed  
10 under Section 11.8(b) below and from Dining Room sales, not needed to fund current year Dining Room  
11 operations, to the funding of Dining Room operations in future years or to other uses as determined by the  
12 Board.  
13

14 (6) Address any other circumstances related to the operation of the Dining  
15 Room deemed appropriate by the Board.  
16

17 (d) Professional Service. On behalf of the Association, the Board of Directors shall  
18 employ or enter into a written agreement with an Individual who is an employee of the Association or an  
19 independent contractor or an entity that is an independent contractor to be responsible for the performance  
20 of such duties and services as the Board of Directors determines appropriate for the efficient and effective  
21 operation of the Dining Room in accordance with this section and rules adopted by the Board of  
22 Directors. Nothing in this section precludes an agreement with a Professional Manager required under  
23 Section 4.9 of the Bylaws to include providing the services required under this subsection.  
24

25 **4.6 Community Garden Area.**  
26

27 (a) Use of Community Garden Area. The leasehold interest in the property under the  
28 Community Garden Lease (described and depicted in attached **Exhibit C**) is for use by Owners and  
29 Occupants of Dwellings for individual garden areas ("Planting Areas").  
30

31  
32  
33 (b) Rules. The Board of Directors may adopt rules that:  
34

35 (1) Identify and locate the Planting Areas.  
36

37 (2) To the greatest extent feasible, prescribe an assignment system that  
38 provides all Owners (based on one (1) Owner per Dwelling) an equal opportunity to be assigned the use  
39 of a Planting Area. An Owner may not be assigned the use of more than one (1) Planting Area unless all  
40 other Owners requesting the use of a Planting Area have received an assigned Planting Area.  
41

42 (3) Prescribe a uniform length of time for use of assigned Planting Areas.  
43

44 (4) Establish a fee to be charged users as a Personal Assessment under  
45 Section 11.12(a) below to cover any additional costs incurred by the Association to administer or operate  
46 the Community Garden Area under this section not otherwise included as a Common Expense under  
47 Section 11.9 below.  
48

49 (5) Include any other provisions necessary to implement an assignment  
50 system under this section.  
51

52 **4.7 Conveyances and Mortgages.**



1  
2 (a) The Association may sell, transfer, convey or subject to a security interest any  
3 portion of the Common Property if Owners holding eighty percent (80%) or more of the Voting Rights  
4 vote in favor of the action as provided in the Act, provided that if the portion of Common Property to be  
5 sold, transferred, conveyed or subjected to a security interest is no larger than two thousand square feet,  
6 approval by seventy-five percent (75%) of the Board shall suffice.  
7

8 (b) A sale, transfer, conveyance or encumbrance by a security interest of the  
9 Common Property or any portion of the Common Property may provide that the Common Property be  
10 released from any restriction imposed on the Common Property by the Declaration or other governing  
11 document if the request for approval of the action also includes approval of the release. However, a sale,  
12 transfer or encumbrance may not deprive any Platted Lot of its right of access to or support for the Platted  
13 Lot without the consent of the Owner of the Platted Lot.  
14

15 (c) The Association shall treat proceeds of any sale under this section as an asset of  
16 the Association.  
17

18 **4.8 Grant of Easements and Other Interests.**  
19

20 (a) Authority to Grant. In addition to Section 4.3 above, the Association may  
21 execute, acknowledge and deliver leases, easements, rights of way, licenses and other similar interests  
22 affecting Common Property and consent to vacation of roadways within and adjacent to Common  
23 Property as provided in the Act.  
24

25 (b) Use of Proceeds. The Association shall treat proceeds of any grant or consent to  
26 vacation under this section as an asset of the Association.  
27

28 **4.9 Delegation of Use.** An Owner may delegate Owner's right of enjoyment to the Common  
29 Property to Occupants and invitees as provided under this Declaration. Use of the Common Property by  
30 Occupants and invitees is subject to this Declaration, the Bylaws and all Rules and Regulations.  
31

32 **4.10 Judicial Partition Prohibited.** Judicial partition by division of any Common Property  
33 under ORS 105.205 is not allowed.  
34

35 **ARTICLE 5**  
36 **GOVERNANCE OF THE PLANNED COMMUNITY**  
37

38 The administration, management and operation of the Planned Community shall be by the Asso-  
39 ciation as provided in this article, the Articles of Incorporation and the Bylaws.  
40

41 **5.1 Association Organization.**  
42

43 (a) Incorporation. The Association is organized as a nonprofit corporation under the  
44 Oregon Nonprofit Corporation Act. The name of the association is "Mountain Meadows Owners  
45 Association, Inc."  
46

47 (b) General Powers, Duties and Obligations. The Association has such powers and  
48 duties as may be granted to it or imposed by the Act, including each of the powers and duties set forth in  
49 ORS 94.630 as the statute may be amended to expand the scope of association powers and duties,  
50 together with such additional powers and duties afforded by this Declaration, the Bylaws, the Oregon  
51 Nonprofit Corporation Act and other documents specified in Section 8.19 below. The duties include:  
52

1 (1) The establishment of Reserve Accounts in accordance with Section 10.4  
2 of the Bylaws.

3  
4 (2) The preparation, review and update of the reserve study and maintenance  
5 plan described under ORS 94.595 in accordance with Section 10.1 below and Section 10.4 of the Bylaws.

6  
7 (3) Responsibility for providing the basic services described in Sections 5.4  
8 below.

9  
10 (c) Bylaws. The Bylaws govern the operation of the Association and the Planned  
11 Community.

12  
13 (d) Board of Directors. The affairs of the Association shall be governed by a Board  
14 of Directors with powers and duties as provided in the Bylaws and this Declaration.

15  
16 **5.2 Automatic Membership.** Each Owner is automatically a member of the Association.  
17 The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon  
18 acquisition of the ownership of a Dwelling and terminate upon disposition of the ownership. However,  
19 termination of ownership does not discharge an Owner from obligations incurred prior to termination.

20  
21 **5.3 Voting Rights.**

22  
23 (a) Allocation of Voting Rights. Voting rights in the affairs of the Association are  
24 allocated as follows:

25  
26 (1) Each Single-Family Lot and each Residential Condominium Unit is  
27 allocated one (1) vote.

28  
29 (2) If the Successor Declarant record a subdivision, partition or  
30 Condominium plat for Mountain Hill Estates pursuant to Article 16 below, each Single-Family Lot or  
31 Residential Condominium Unit created by such plat is allocated one (1) vote upon first occupancy or  
32 upon first sale to the initial Owner, whichever occurs first.

33  
34  
35 (3) No voting rights are allocated to a Commercial Condominium Unit.

36  
37 (b) Multiple Ownerships; Ownership by Association. If an Owner owns more than  
38 one (1) Single-Family Lot or Residential Condominium Unit, the Person has one (1) vote for each Single-  
39 Family Lot or Residential Condominium Unit owned. The Board of Directors is entitled to vote on behalf  
40 of any Single-Family Lot or Residential Condominium Unit that is owned by the Association. However,  
41 the Board of Directors is not entitled to vote in any election or removal of a Director under Section 4.3 or  
42 4.4 of the Bylaws.

43  
44 (c) Method of Voting. The method of voting is as specified in the Bylaws

45  
46 **5.4 Basic Services.** In addition to other services required under this Declaration and Bylaws,  
47 the Association shall provide the services specified in this section for the benefit of Owners and  
48 Occupants of Dwellings as applicable.

49  
50 (a) Operation of Dining Room. The Association shall operate the Dining Room in  
51 accordance with Section 4.5 above.

1 (b) Yard Maintenance Area. The Association shall maintain the Yard Maintenance  
2 Areas in accordance with Section 10.1(c) below.

3  
4 (c) Windows (exterior), Downspouts and Gutter Cleaning. The Association shall  
5 provide for the cleaning of windows (exterior only), downspouts (including from balconies), and gutters  
6 in accordance with Section 10.1(b) below.

7  
8 (d) Handyman Services. The Association shall provide for minor maintenance such  
9 as assistance with changing light bulbs where a ladder is needed, smoke detector batteries and air filters,  
10 the cleaning of the interior of high dormer and clerestory windows, and other similar tasks.

11  
12 (e) Fitness Center. The Association shall provide, maintain, and equip a Fitness  
13 Center for the benefit of Owners, Occupants and other persons deemed appropriate by the Board.

14  
15 (f) Social Activities. The Association may provide educational, recreational and  
16 cultural activities for the benefit of Owners, Occupants and other persons deemed appropriate by the  
17 Board to the extent that funds are determined to be available by the Board.

18  
19 **5.5 Optional Services.**

20  
21 (a) Fee-based Handyman Services. Owners and Occupants may be provided with  
22 maintenance work in addition to that specified in Section 5.4(d) above for a fee approved by the Board.

23  
24 (b) Additional Service Programs. The Association may provide, solely at its  
25 discretion, additional services to Owners and Occupants seeking such services which are to be paid for by  
26 Personal Assessments, as provided by Section 11.12. In considering whether to provide any such services,  
27 the Association shall determine whether sufficient demand exists to justify utilization of Association  
28 resources to establish a program.

29  
30 **5.6 Coordinating Council: Association Coordination with Condominium Associations.**

31  
32 (a) Coordinating Council. For matters of joint concern to the Association and  
33 Condominium Associations, a Coordinating Council established under Subsection (b) of this section shall  
34 make recommendations to the Board of Directors and the board of directors of each Condominium  
35 Association for the coordination of the obligations and duties of the Association under this Declaration  
36 and the Bylaws and the obligations and duties of the Condominium Associations under the respective  
37 Condominium Documents.

38  
39 (b) Membership. The Coordinating Council shall consist of:

40  
41 (1) At least one (1), but not more than three (3) Directors selected by the  
42 Board of Directors.

43  
44 (2) The following number of directors appointed by the board of directors of  
45 the respective Condominium Association:

46  
47 (A) One (1) director from Mountain Meadows Hillside  
48 Condominium Association, Inc. and one (1) director from Mountain Meadows Plum Ridge Condominium  
49 Association.

50  
51 (B) Two (2) directors from Mountain Meadows Parkside  
52 Condominium Association, Inc. and two (2) directors from The Pavilion Condominium Association.

1  
2 (c) Annual Organization Meeting. The Coordinating Council shall hold an annual  
3 organization meeting as soon as feasible following the annual organization meeting of the Board of  
4 Directors under Section 5.1 of the Bylaws and the annual organization meeting of the board of directors  
5 of each Condominium Association. The secretary of the Association shall cause notice of the meeting to  
6 be provided to the board of directors of each Condominium Association in the manner described in  
7 Section 13.1(c) or 13.2 of the Bylaws.

8  
9 (d) Meetings and Procedure. At the annual organization meeting, the members of  
10 the Coordinating Council shall:

11  
12 (1) Determine manner of operation of meetings, including responsibility for  
13 meeting minutes required under Subsection (f) of this section.

14  
15 (2) Establish any meeting schedules.

16  
17 (3) Prescribe the procedure for calling meetings and providing notice of  
18 meetings to committee members. The procedure must include that any member of the Coordinating  
19 Council may call a meeting.

20  
21 (e) Open Meetings; Notice to Owners. Meetings of the Coordinating Council are  
22 open to Owners and Occupants. Notice must be provided Owners in the same manner as notice of  
23 meetings of the Board of Directors under Section 5.7 of the Bylaws.

24  
25 (f) Meeting Minutes. The Coordinating Council shall cause minutes of meetings to  
26 be kept and copies of the minutes to be submitted to the Board of Directors and the board of directors of  
27 each Condominium Association. The minutes must be maintained as records of each association.

28  
29  
30 **ARTICLE 6**  
31 **ARCHITECTURAL AND LANDSCAPING RESTRICTIONS**

32  
33 **6.1 Dwellings on Single-Family Lots.** Not more than one (1) Dwelling may be located on  
34 any Single-Family Lot.

35  
36 **6.2 Exterior Finish and Trim.**

37  
38 (a) The exterior of Improvements that are structures on Single-Family Lots and  
39 Common Elements of a Condominium, including, without limitation, the roof, materials and color of  
40 materials, must be designed, built and maintained so as to compatible with the natural surroundings,  
41 existing structures and landscaping within Mountain Meadows in accordance with any Design Guidelines  
42 and, except as provided under Article 16 below, the exterior of Improvements must be approved by the  
43 ARC under Article 9 below.

44  
45 (b) Exterior trim, doors, railings, eaves and gutters, exterior finish of garages and  
46 other accessory buildings located on a Single-Family Lot or a Condominium must be designed, built and  
47 maintained so as to be compatible with the exterior of the structure that they are part of or adjoin, in  
48 accordance with any Design Guidelines, and except as provided under Article 16 below, approved by the  
49 ARC under Article 9 below.

50  
51 **6.3 Exterior Lighting.**

1 (a) Any new exterior lighting on a Single-Family Lot or a structure within a  
2 Condominium that is visible from another Platted Lot or other part of the Planned Community must be  
3 compatible with surrounding structures and other Improvements and approved by the ARC under Article  
4 9 below prior to the installation.

5  
6 (b) No lighting may produce excessive glare or excessive illumination or  
7 unreasonably interfere with the use of any portion of the Planned Community. Unless permitted by rules  
8 adopted by the Board of Directors, flashing or blinking lights are not permitted.

9  
10 **6.4 Fences.** Any fence located on any Single-Family Lot or any portion of the General  
11 Common Elements of a Condominium must be constructed of suitable fencing materials, finished on both  
12 sides and may not detract from the appearance of any nearby building in accordance with any Design  
13 Guidelines. Prior to construction or installation, the fence must be approved by the Architectural Review  
14 Committee in accordance with Article 9 below.

15  
16 **6.5 Trees Preservation.**

17  
18 (a) Removal Restriction. Subject to, and in compliance with, any rule of the Board  
19 providing an alternative standard, no existing tree with a diameter of four (4) inches or more, measuring a  
20 height of four (4) feet above ground level, may be removed:

21  
22 (1) From a Single-Family Lot or the General Common Elements of a  
23 Condominium without the prior approval of the Architectural Review Committee as provided in  
24 Subsection (b) of this section.

25  
26 (2) From Common Property without the recommendation of the ARC and  
27 approval of the Board of Directors.

28  
29 (b) Application for Approval to Remove Tree on Owner's Platted Lot; Approval.

30  
31 (1) If required under Subsection (a) of this section, an Owner or the board of  
32 directors of a Condominium Association who desires to remove a tree located on Owner's Single-Family  
33 Lot or the General Common Elements of the Condominium shall first submit an application for tree  
34 removal and receive approval by the Architectural Review Committee in accordance with Article 9  
35 below.

36  
37 (2) The Owner of the Single-Family Lot or the Condominium Association  
38 shall pay for removal of the tree.

39  
40 **6.6 Waste, Recycling and Storage Facilities.** Waste, recycling and storage facilities located  
41 on a Single-Family Lot or the Common Elements of a Condominium must be screened or otherwise not  
42 visible from any other part of the Planned Community consistent with any rules adopted by the Board.

43  
44 **6.7 Parking Spaces and Driveways.** All driveways and areas for parking, maneuvering,  
45 loading and unloading on Single-Family Lots or the Common Elements of a Condominium must be paved  
46 with asphalt, concrete or other durable material that provide dust-free, all-weather surfaces as approved  
47 by the ARC.

48  
49 **6.8 Utilities and Equipment.** All utility lines must be underground. The visual effects of the  
50 following must be mitigated by suitable landscaping or in such other manner approved by the ARC:

1 (a) Pad-mounted transformers, switch-gears and similar equipment that must be  
2 installed above ground.

3  
4 (b) All cable boxes, electric boxes and service equipment such as meters, generators,  
5 mechanical duct work, piping and HVAC equipment.

6  
7 **6.9 Compliance with Legal Requirements.** In addition to the requirements in this article  
8 and other provisions of this Declaration, all Improvements, including, without limitation, any  
9 maintenance and alterations, must comply with all Legal Requirements.

10  
11 **6.10 Rules.** Pursuant to Article 9 of the Bylaws, in addition to any Design Guidelines, the  
12 Board of Directors may adopt such rules as the Board deems necessary to implement this article.

13  
14 **ARTICLE 7**  
15 **SENIOR COMMUNITY OCCUPANCY**  
16 **REQUIREMENTS AND RESTRICTIONS**  
17

18 Mountain Meadows is intended as a senior community as provided in this article. In addition to  
19 other provisions of this Declaration and Bylaws, all Dwellings (and the Owners thereof) are subject to the  
20 requirements and restrictions of this article.

21  
22 **7.1 Occupancy Requirement.** Except as provided in Section 7.2 below, at least one (1)  
23 Occupant residing in a Dwelling must be fifty-five (55) years of age or older.

24  
25 **7.2 Hardship Exception.**

26  
27 (a) **Hardship Application.** To avoid undue hardships or practical difficulties, an  
28 Owner or authorized representative of an Owner may submit an application for a Hardship Exception to  
29 the Board of Directors for approval to permit the Dwelling to be occupied without at least one (1)  
30 Occupant being fifty-five (55) years of age or older as required under Section 7.1 above. Undue  
31 hardships or practical difficulties include, without limitation, an application by the following Individuals  
32 who are less than fifty-five (55) years of age:

33  
34 (1) The surviving spouse or surviving domestic partner of a deceased Owner  
35 or Occupant who was fifty-five (55) years of age or older at his or her death.

36  
37 (2) The devisee or heir of a deceased Owner who was fifty-five (55) years of  
38 age or older at his or her death.

39  
40 (b) **Duration; Limitation.** The Board may approve a Hardship Exception for such  
41 period as the Board determines appropriate. The Board may not approve an application under this section  
42 if the approval results in there being Hardship Exceptions for more than ten percent (10%) of the  
43 Dwellings at any one time or a violation of any other limitation imposed under HOPA.

44  
45 **7.3 Rules.** Pursuant to Article 9 of the Bylaws, the Board of Directors shall adopt rules  
46 necessary to implement this article, including, without limitation, rules that:

47  
48 (a) Establish procedures or policies required to comply with HOPA and any rules  
49 adopted under HOPA, including, without limitation, procedures for verification of occupancy.

50  
51 (b) Prescribe the procedure for application, review and approval of a Hardship  
52 Exception under this article.

**ARTICLE 8**  
**RESTRICTIONS ON USE**

**8.1 Single-Family Lots and Residential Condominium Units**

(a) Single-Family Lots and, except as provided in the applicable Condominium Documents, Residential Condominium Units may only be used for residential purposes.

(b) Except as provided in Subsection (c) of this section, no trade, craft, business, profession, commercial or similar activities of any kind may be conducted in any Dwelling and, if the Dwelling is located on a Single-Family Lot, on any portion of the Single-Family Lot, without the approval of the Board of Directors in accordance with Subsection (e) of this subsection.

(c) This subsection may not be construed so as to prevent or prohibit an Owner or Occupant from:

(1) Maintaining a professional personal library.

(2) Keeping personal business or professional records or accounts.

(3) Handling personal business or professional communications.

(4) Conducting activities of an Owner relating to the sale of Owner's Single-Family Lot or Residential Condominium Unit.

(5) Conducting activities of an Owner relating to the rental or leasing of Owner's Single-Family Lot or Residential Condominium Unit in accordance with any applicable provisions of this Declaration or provisions of the respective Condominium Documents.

(6) Occasionally conferring with business or professional associates, clients, or customers, in the Dwelling.

(7) Subject to compliance with applicable local ordinances or regulations, using the Dwelling as a "home office" provided clients, customers and employees do not regularly visit the "home office."

(d) An Owner may submit a written request to the Board of Directors for approval to conduct commercial activities not otherwise permitted under this section. The Board, in its sole discretion, may permit an activity only if:

(1) Clients, customers, vendors and employees do not regularly visit the Planned Community.

(2) The type of activity will not unreasonably disturb other Owners or Occupants of Dwellings.

(3) The activity is not in violation of any Legal Requirements.

(e) In accordance with Section 8.18 below, the Board may adopt an application and approval procedure and other rules necessary to implement this section.

1           **8.2     Use of Garages.**

2  
3           (a)     Except as provided in Subsections (b) and (c) of this section, a single car or two-  
4 car garage located on a Single-Family Lot or part of a single Residential Condominium Unit may only be  
5 used for the parking of a Passenger Vehicle as defined under Section 8.5 below and for storage and  
6 workshop purposes. There must be sufficient space in the garage for the parking of at least one (1) of any  
7 Passenger Vehicles actually owned or leased by an Owner or Occupant. Such space must have a  
8 minimum length of one hundred seventy-five (175) inches, or such other dimension or dimensions  
9 prescribed by rule of the Board, if more than one vehicle is owned or leased.

10           (b)     Subsection (a) of this section does not apply to the period of sixty (60) days after:

11                   (1)     A new Owner first occupies the Dwelling.

12                   (2)     A change in the occupancy of the Dwelling by the Owner or Occupant.

13  
14  
15           (c)     Subsection (a) of this section does not apply to an Owner whose use of Owner's  
16 garage as of the date of recording this Declaration in the Records of Jackson County, Oregon does not  
17 comply with Subsection (a) of this section.     The Owner may continue to use the garage for the current  
18 purpose provided the use otherwise complies with this Declaration.     The right of an Owner under this  
19 subsection terminates once the Owner no longer has an interest in the Single-Family Lot. The successor  
20 in interest to the Owner has no rights under this subsection and is subject to the requirements of  
21 Subsection (a) of this section.

22  
23           (d)     As soon as practicable after the recording of this Declaration in the Records of  
24 Jackson County, Oregon, the Board of Directors shall issue an authorization to use the garage in  
25 accordance with Subsection (c) of this section to the Owner of each Single-Family Lot described under  
26 Subsection (c) of this section.     The Board may cause the authorization to be recorded as provided under  
27 ORS 94.630(3). The cost of recording is a Common Expense under Section 11.9 below.

28  
29           **8.3     Commercial Condominium Units.** The use of Commercial Condominium Units is  
30 governed by the applicable Condominium Documents and is not governed by this Declaration.

31           **8.4     Animals.**

32           (a)     Animal Definition. As used in this section "animal" means any nonhuman  
33 mammal, bird, reptile, amphibian or fish.

34           (b)     Prohibited Animals. Except as provided in Subsection (c) and (d) of this section,  
35 no animals may be raised, bred or kept in or about a Dwelling.

36           (c)     Permitted Animals. The following animals may be kept in or about a Dwelling  
37 without the prior approval of the Board of Directors provided they are not raised or bred for commercial  
38 purposes:

39                   (1)     Two (2) household pets.

40                   (2)     Fish in an aquarium.

41                   (3)     A reasonable number of birds confined to a cage.



1 (d) Board Approval to Keep Other Animals. An Owner may apply to the Board of  
2 Directors for approval to keep animals other than permitted under Subsection (c) of this section. The  
3 Board, in its sole discretion, may permit other animals to be kept in or about a Dwelling. When reviewing  
4 an application for approval, the Board may consider the number of animals, the animal's size (by weight,  
5 height or other characteristic), breed or species or any other relevant criteria to minimize the possibility of  
6 violations of this section or other provisions of this Declaration or the Bylaws.

7  
8 (e) Registration of Household Pets. Pursuant to Subsection (g) of this section, the  
9 Board of Directors may adopt rules that require household pets of Owners and Occupants be registered  
10 and prescribe the registration procedure.

11  
12 (f) Restrictions.

13  
14 (1) No animal may be permitted to cause or create a nuisance or  
15 unreasonable disturbance or noise.

16  
17 (2) All dogs must be carried or under the control of an Individual by leash,  
18 electronic collar or other means of control while outside a Dwelling.

19  
20 (3) Aggressive behavior of an animal or any inconvenience, damage or  
21 unpleasantness caused by animals is the responsibility of the respective animal owner. The owner of the  
22 animal is responsible for the removal of all waste of the animals.

23  
24 (g) Rules. Pursuant to Article 9 of the Bylaws, the Board of Directors may adopt  
25 rules to implement this section. The rules may, without limitation:

26  
27 (1) Define household pets. The definition may denote an animal by size (by  
28 weight, height or other characteristic), breed or species or any other relevant criteria to minimize the  
29 possibility of violations of this section or other provisions of this Declaration or the Bylaws.

30  
31 (2) Prescribe a maximum number of birds considered reasonable under  
32 Subsection (c) of this section.

33 (3) In addition to any action that may be taken under the Declaration, these  
34 Bylaws or law, after notice and an opportunity for a hearing, require the removal of any animal that the  
35 Board, in the exercise of reasonable discretion, finds is unreasonably disturbing Occupants. The Board  
36 may exercise this authority for specific animals even though other animals are permitted to remain.

37  
38 (h) Compliance with Laws and Local Ordinances and Regulations. In addition to  
39 the restrictions under this section and rules adopted by the Board under Subsection (g) of this section, the  
40 keeping of dogs, cats and other animals within the Planned Community is subject to all applicable Legal  
41 Requirements, including, without limitation, registration and inoculation requirements.

42  
43 (i) Indemnification. An Owner who keeps, maintains or otherwise permits an  
44 animal upon any portion of the Planned Community is deemed to agree to indemnify and hold the  
45 Association and each Owner free and harmless from any loss, claim or liability of any kind or character  
46 resulting from keeping, maintaining or otherwise permitting the animal within the Planned Community.

47  
48  
49 **8.5 Vehicles and Parking on Single-Family Lots, Common Property and Within A**  
50 **Condominium; Registration.**

51 (a) Definitions. As used in this section:  
52

2 (1) "Derelict Vehicle" means a vehicle that is in a significant state of  
3 disrepair (as reasonably determined by the Board of Directors), under repair, inoperable, with an expired  
4 license plate or without a license plate.

6 (2) "Passenger Vehicle" means an automobile, minivan, sports utility  
7 vehicle, pickup truck, golf cart, motor scooter or motorcycle.

9 (3) "Vehicle" means any Passenger Vehicle, camper truck, motor home,  
10 recreational vehicle, boat or other watercraft, trailer, moving van and other similar vehicles and  
11 equipment.

13 (b) General Parking Restriction on Single Family Lots and Common Property.  
14 Except as permitted in this section, no Vehicle may be parked or stored on any part of a Single-Family  
15 Lot or Common Property without the written consent of the Board of Directors, unless authorized by rules  
16 adopted by the Board under Subsection (i) of this section.

18 (c) Passenger Vehicles. Passenger Vehicles may be parked:

20 (1) In a garage or driveway of a Single-Family Lot or single Residential  
21 Condominium Unit with its own garage except a Passenger Vehicle may not be parked in any part of a  
22 sidewalk area.

24 (2) On any portion of Common Property that is designated by the Board of  
25 Directors for the parking of Passenger Vehicles.

27 (d) Loading and Unloading. Motor homes, recreational vehicles, boats, trailers,  
28 moving vans and other Vehicles may be parked in a driveway of a Single-Family Lot or in a street for the  
29 purpose of loading and unloading as permitted by rules adopted by the Board under Subsection (i) of this  
30 Section.

32 (e) Vehicles in Disrepair on any Single-Family Lot or Common Property. An  
33 Owner may not permit any Derelict Vehicle be abandoned or to remain parked upon any part of the  
34 Planned Community for a period in excess of forty-eight (48) hours or other period specified in rules  
35 adopted by the Board unless the Derelict Vehicle is within a garage on a Single-Family Lot or part of a  
36 single Residential Condominium Unit.

38 (f) Registration of Passenger Vehicles. Pursuant to Subsection (i) of this section, the  
39 Board of Directors may adopt rules that require all Passenger Vehicles of Owners and Occupants to be  
40 registered with the Association. The rules may also prescribe a registration procedure for Passenger  
41 Vehicles of employees and invitees.

43 (g) Electric Vehicle Charging Stations. Pursuant to ORS 94.762, an Owner of a  
44 Single-Family Lot may install and use an electric vehicle charging station. Installation and use of electric  
45 vehicle charging stations are subject to rules adopted by the Association for stations located on property  
46 other than within a Condominium.

48 (h) Parking within a Condominium. Parking of vehicles within a Condominium is  
49 governed by the applicable Condominium Documents.

51 (i) Rules. Pursuant to Section 8.19 below, the Board may adopt rules necessary—to  
52 implement Subsection (f) of this section and any other subsection of this section. The rules may:

1  
2 (1) Prescribe enforcement procedures and remedies. The rules may include  
3 the right to tow Vehicles or equipment parked or stored in violation of this section and to charge the  
4 towing and any storage costs to the Owner as a Personal Assessment under Article 11 below.  
5

6 (2) Prescribe the form and content of a request to park a Passenger Vehicle  
7 or other vehicle or equipment under Subsection (b) of this section.  
8

9 (3) Prescribe the form of a parking permit, parking tag, decal or other  
10 authorization to park a Passenger Vehicle under Subsection (f) of this section and specify any  
11 requirements regarding the display of the authorization.  
12

13 (4) Specify and require the maintenance of a Parking Registry that identifies  
14 each Dwelling and any parking authorization issued under Subsection (f) of this section. The registry may  
15 include information identifying other written authorizations to park Vehicles or equipment under  
16 Subsection (b) of this section.  
17

18 **8.6 Unlawful Activities.** No unlawful use may be made of the Planned Community or any  
19 part thereof and all Legal Requirements, including, without limitation, zoning ordinances and regulations  
20 of all governmental bodies having jurisdiction, must be observed.  
21

22 **8.7 Offensive Conditions and Activities; Nuisances.**  
23

24 (a) No noxious, offensive or unsightly conditions, conduct or activities, may be  
25 permitted on any Platted Lot or other portion of the Planned Community. Unsightly conditions include,  
26 without limitation, the placement or storage of boxes, trunks, furniture (except as permitted under Section  
27 8.10(b) below), appliances or car parts in any part of a Single-Family Lot or Limited Common Element of  
28 a Condominium.  
29

30 (b) Nothing may be done in or placed upon any Platted Lot that unreasonably  
31 interferes with or jeopardizes the enjoyment of other Platted Lots or the Common Property or that is a  
32 source of annoyance or is or may become nuisance to Occupants.  
33

34 (c) Occupants shall exercise extreme care about making noises or the use of musical  
35 instruments, radios, televisions, or amplifiers and may not unreasonably disturb other Occupants.  
36

37 (d) Occupants may not exhibit offensive behavior that threatens or unreasonably  
38 interferes with or jeopardizes the peaceful enjoyment by other Occupants of his or her Dwelling or of the  
39 Common Property.  
40

41 (e) Rules. Pursuant to Section 8.19 below, the Board may adopt rules necessary to  
42 implement this section. The rules may specify the activities or conduct that constitutes noxious or  
43 offensive conduct or activities and additional conditions that constitute unsightly conditions under  
44 Subsection (a) of this section.  
45

46 **8.8 Smoking.**  
47

48 (a) Definitions. As used in this section:  
49

50 (1) “Smoking” means the burning of a lighted cigarette, cigar, pipe or other  
51 smoking product or the vaping of an e-cigarette or vape pen.  
52

1 (2) “Smoking Product” means:

2  
3 (A) Any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco,  
4 snuff or other form of tobacco that may be utilized for smoking.

5  
6 (B) Any clove, marijuana or other plant matter or product that may  
7 be utilized for smoking.

8  
9 (C) Any other product or device defined by rule of the Board to be a  
10 Smoking Product.

11  
12 (b) Smoking Prohibition. Subject to Subsection (d) of this section, Smoking is  
13 prohibited in any part of the Common Property. The prohibition applies to any Individual who enters  
14 Common Property, including, without limitation:

15  
16 (1) Occupants, guests, family members, employees, and other invitees  
17 entering under the rights derived from an Owner.

18  
19 (2) Any Person entering Common Property at the request or direction of the  
20 Board of Directors, an officer or any other authorized Person.

21  
22 (c) Posting of No Smoking Signs. The Board of Directors shall cause a “No  
23 Smoking” sign to be conspicuously posted in such locations in Common Property reasonably calculated  
24 to provide notice of the smoking prohibition.

25  
26 (d) Permitted Smoking Areas. Pursuant to rules adopted under Section 8.18 below,  
27 the Board of Directors may designate specific areas of the Common Property that are not subject to the  
28 smoking prohibition under Subsection (b) of this section.

29  
30 **8.9 Windows; Yards Areas.**

31  
32 (a) Windows. All interior window coverings must be permanent-in nature during  
33 occupancy of a Dwelling. Window coverings must blend with the outer appearance of the buildings of  
34 the Planned Community.

35  
36 (b) Yard Areas. In order to preserve the attractive appearance of the Planned  
37 Community, the Board of Directors, pursuant to rules adopted under Section 8.18 below, may regulate the  
38 nature of items that may be placed:

39  
40 (1) In areas of Single-Family Lots so as to be visible from another Single-  
41 Family Lot or other part of the Planned Community.

42  
43 (2) In any part of the Common Elements of a Condominium which is on the  
44 exterior and visible from any other part of the Planned Community.

45  
46 **8.10 Rubbish and Trash.**

47  
48 (a) No part of the Planned Community may be used or maintained as a dumping  
49 ground for yard cutting or debris, rubbish, trash, garbage, or any other waste.

1 (b) No yard cuttings or other yard debris, garbage, trash or other waste may be kept  
2 or maintained on any part of the Planned Community except in sanitary trash receptacles, recycling  
3 containers or in designated locations.  
4

5 (c) All garbage and other waste must be removed by an appropriate sanitation or  
6 disposal company every week or such other reasonable time period prescribed by rules adopted by the  
7 Board of Directors under Section 8.18 below.  
8

9 (d) Trash receptacles must be kept in a clean and sanitary condition. A trash  
10 receptacle on a Single-Family Lot or the Common Elements of a Condominium must be in an area that is  
11 screened or otherwise not visible from any other part of the Planned Community, except for a reasonable  
12 period before and after the time of pick-up by the sanitation or disposal company.  
13

14 **8.11 Increase in Insurance Cost.** Nothing may be done or kept within any Dwelling or part  
15 of the Planned Community that will increase the cost of insurance to the Association or to other Owners.  
16 No Owner may permit anything to be done or kept within an Owner's Dwelling or any part of the Planned  
17 Community that will result in cancellation of insurance on any Dwelling or any part of the Common  
18 Property.  
19

20 **8.12 Clothes Lines and Clothing and Materials.**  
21

22 (a) No clothes lines, clothes racks or other apparatus on which clothes, rugs or  
23 similar items are exposed for the purpose of drying or airing may be located on the Properties except  
24 within a Dwelling, unless in an area of the back yard of a Single-Family Lot that is not visible from a  
25 street or on a deck or balcony of a Condominium Unit that is not visible from any other part of the  
26 Planned Community.  
27

28 (b) No rugs, towels, rags, laundry, wearing apparel or other clothing or materials  
29 may be allowed to hang from windows or on the exterior of a Dwelling, a garage located on a Single-  
30 Family Lot or other structure located in the Planned Community.  
31

32 **8.13 Antennas and Service Facilities on Single-Family Lots.** Unless permitted by  
33 regulations issued by the Federal Communications Commission (FCC) or other applicable  
34 governmental authority, exterior antennas, satellite receiver and transmission dishes may not be  
35 placed on any Single-Family Lot except in accordance with rules adopted by the Board of  
36 Directors under Section 8.18 below.  
37

38 **8.14 Signs.**  
39

40 (a) Signs. Except as permitted by rules adopted by the Board of Directors, no  
41 billboard, advertisement, poster or sign of any kind may be posted or displayed in or upon a Dwelling that  
42 is visible from the exterior of such Dwelling without the prior approval of the Board except the following:  
43

44 (1) Property Identification. One (1) sign that identifies the address of the  
45 Single-Family Lot, Condominium, or Condominium Unit and, if applicable, one property identification  
46 sign recommended by first responders and emergency service providers permitted by rules adopted by the  
47 Board or approved by the Board of Directors.  
48

49 (2) Security System Signs. One (1) security system sign not exceeding one  
50 (1) square foot in area.  
51

1 (3) Political Signs. A reasonable number of political signs may be displayed  
2 in accordance with City of Ashland Municipal Code.

3  
4 (4) Real Estate “For Sale” or “For Rent” Signs. A real estate “For Sale” or  
5 “For Rent” sign may be placed in a window of a Dwelling on a Single-Family Lot or a Condominium  
6 Unit.

7  
8 (b) Signs on Common Property. Nothing in this section precludes the Board of  
9 Directors from installing signs on Common Property relating to the Planned Community, including,  
10 without limitation, stop signs and informational and directional signs. Political signs may not be installed  
11 on Common Property.

12  
13 (c) Signs in Mountain Hill Estates. Signs in Mountain Hill Estates are subject to  
14 rights of Successor Declarant under Article 16 below.

15  
16 **8.15 Temporary Structures**. No structure of temporary character, trailer, tent, shack, garage  
17 or other outbuilding located on a Single-Family Lot or the Common Elements of a Condominium (that  
18 may be otherwise permitted under this Declaration) may be used or occupied for any temporary or  
19 permanent human habitation.

20  
21 **8.16 Fire Safety; Barbecues**.

22  
23 (a) No hazardous or flammable materials or gases may be stored in a Dwelling or  
24 garage on a Single-Family Lot or on the Common Property unless:

25  
26 (1) In compliance with all Legal Requirements.

27  
28 (2) The storage is necessary for the permitted use of the Dwelling or garage  
29 or the Common Property.

30  
31 (3) The flammable material or gas is stored in appropriate closed container.

32  
33 (b) Storage of hazardous or flammable materials or gases in any part of a  
34 Condominium is regulated by the Condominium Documents.

35  
36 (c) Exterior fires are prohibited in any part of the Planned Community, except for  
37 barbecue fires contained within appropriate equipment designated for that purpose by the manufacturer.

38  
39 **8.17 Renting and Leasing**.

40  
41 (a) Definitions. As used in this section, unless the context clearly requires  
42 otherwise, the following terms, whether or not capitalized, have the following meanings:

43  
44 (1) “Rental Agreement” has the meaning given that term in ORS 90.100.

45  
46 (2) “Tenant” has the meaning given that term in ORS 90.100.

47  
48 (b) Rental and Lease Agreement Requirements. A Rental Agreement between and  
49 Owner and a Tenant that is subject to the Residential Landlord and Tenant Act (ORS Chapter 90) must be  
50 in writing and provide that:  
51

1 (1) The agreement and tenants are subject in all respects to the provisions of  
2 the Declaration, the Bylaws and any amendments thereto, and all Rules and Regulations.  
3

4 (2) The Tenant must comply with all applicable requirements of the  
5 documents specified in Paragraph (1) of this subsection.  
6

7 (3) Failure by a Tenant to comply with the terms of the documents specified  
8 in Paragraph (1) of this subsection constitutes a default under the Rental Agreement and the Association  
9 has the remedies specified in Subsection (e) of this section, including, without limitation, the right of the  
10 Association to require the Owner, subject to any requirements of ORS Chapter 90, to terminate the Rental  
11 Agreement, to terminate the tenancy, and to evict the Tenant.  
12

13 (c) Copies of Documents Required to Be Provided Tenants. The Owner shall  
14 provide the Tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the  
15 documents, and all Rules and Regulations then in effect and shall take a receipt for delivery of the  
16 documents. If any document is amended, revised, changed, or supplemented by the Association, the  
17 Owner shall provide the Tenant with a copy of the amendment, revision, change, or supplement within  
18 twenty (20) days of adoption by the Association or the Board of Directors.  
19

20 (d) Information and Documents Required to Be Furnished Association.  
21

22 (1) Within seven (7) business days of the commencement of the rental or  
23 lease period, the Owner shall provide the Association the name and contact information of the Tenants,  
24 any information required by rules adopted under Section 7.3 above, a copy of the receipt specified in  
25 Subsection (c) of this section and, if requested, a copy of the Rental Agreement.  
26

27 (2) If the Owner fails to provide the receipt, the Association shall provide  
28 the documents to the Tenant and take a receipt for the documents. The Association shall assess the  
29 Owner a reasonable charge for the cost incurred in providing the documents as provided in Subsection (e)  
30 of this section.  
31

32 (e) Remedies.  
33

34 (1) If the Board of Directors determines that a Tenant has violated a  
35 provision of the Declaration, Bylaws, any amendments thereto or Rules and Regulations, after the Owner  
36 of the rented or leased Dwelling is given notice and an opportunity for a hearing, the Directors may  
37 require an Owner, subject to any requirements of ORS Chapter 90, to terminate a Rental Agreement,  
38 terminate the tenancy and evict the Tenant.  
39

40 (2) Fines, charges, and expenses incurred in enforcing this Declaration, the  
41 Bylaws and Rules and Regulations with respect to the Tenant, and for any costs incurred by the  
42 Association in connection with any action under Paragraph (1) of this subsection, including reasonable  
43 attorney fees, are Assessments against the Owner and Owner's Dwelling that may be collected and  
44 foreclosed by the Association as provided under Article 11 below and ORS 94.709.  
45

46 (f) Requirements under Condominium Documents. The requirements under this  
47 section are in addition to any requirements governing the rental or lease of a Residential Condominium  
48 Unit under the applicable Condominium Documents. However, to the extent there is a conflict, the  
49 provision of the applicable Condominium Documents govern.  
50

51 (g) ORS Chapter 90 Not Applicable. Nothing in this section or any other provision  
52 of this Declaration or the Bylaws may be construed to impose on the Association the duties,

1 responsibilities or liabilities of a landlord under ORS Chapter 90, or subject the Association to any  
2 requirements of ORS Chapter 90.

3  
4 **8.18 Rules.** Pursuant to Article 9 of the Bylaws, the Board may adopt rules necessary to  
5 implement this article.

6  
7 **8.19 Restrictions Imposed by Other Documents.** In addition to the provisions of this  
8 Declaration, the Bylaws, Articles of Incorporation and the Act as provided in this Declaration, the  
9 Planned Community is subject to:

- 10  
11 (a) Conditions, restrictions and easements shown on Plats.  
12  
13 (b) Any other documents recorded in the Records of Jackson County, Oregon.  
14  
15 (c) Community Garden Lease.  
16

17 **ARTICLE 9**  
18 **ARCHITECTURAL AND LANDSCAPING REVIEW**

19  
20 **9.1 Application for Architectural and Landscaping Review.**

21  
22 (a) Until an application has been submitted to and approved in writing by the  
23 Architectural Review Committee as provided in this article, no Improvement on a Single-Family Lot or to  
24 a Condominium other than Commercial Units may be commenced, erected, placed, maintained or altered  
25 if it would materially change the exterior appearance of any Dwelling, landscaping or other Improvement.  
26

27 (b) The application required under Subsection (a) of this section must be on a form  
28 prescribed by rules adopted by the Board of Directors under Section 9.3 below and include:

29  
30 (1) Plans and specifications showing the nature, kind, shapes, heights,  
31 materials, exterior colors and proposed location of Improvements or changes on the Single-Family Lot or  
32 structure within the Condominium.

33  
34 (2) Sufficient detail to enable the ARC to determine whether the proposed  
35 Improvement is in conformance with the applicable requirements of Article 6 above and any Design  
36 Guidelines.

37  
38 (3) Any other information required by rules adopted under Section 9.3  
39 below.

40  
41 (c) In all cases for which approval by the ARC is required by this Declaration, the  
42 provisions of this article apply.

43  
44 **9.2 Architectural Review Committee.**

45  
46 (a) **Membership; Appointment.**

47  
48 (1) The Architectural Review Committee shall consist of at least three (3)  
49 members appointed by the Board of Directors, one of whom shall be an architect, building designer, or  
50 contractor or shall have such other similar qualifications as the Board may deem appropriate. Unless  
51 lengthened or shortened by the Board at the time of appointment, the terms of office of each member of  
52 the ARC is two (2) years.



1  
2 (2) The Board may appoint one (1), but not more than three (3), Directors to  
3 serve as members of the ARC. However, Directors may not constitute a majority of the ARC except  
4 when the Board serves as the ARC as provided under Subsection (e) of this section.  
5

6 (b) Appointment of Chair. Unless the Board of Directors determines otherwise, the  
7 Board of Directors shall appoint the chair of the ARC.  
8

9 (c) Vacancies. If any position on the ARC becomes vacant, at any meeting of the  
10 Board of Directors, the Board shall appoint a successor to fill the position.  
11

12 (d) Removal of Members. Members of the committees serve at the pleasure of the  
13 Board of Directors. Except when the Board is performing the duties of the ARC under Subsection (e) of  
14 this section, when in the judgment of the Board of Directors the best interest of the Association will be  
15 served, by an affirmative vote of a majority of the members of the Board:  
16

17 (1) Any member of a committee may be removed, with or without cause.  
18

19 (2) Without removing the Individual serving as chair from the committee,  
20 the Individual serving as chair may be removed as chair, with or without cause.  
21

22 (e) Board Serving as the ARC.  
23

24 (1) Subject to Paragraph (2) of this subsection, in the discretion of the Board  
25 of Directors, the Board may perform the duties of the ARC under this article. If the Board fails to appoint  
26 an ARC or to appoint at least three (3) Individuals to serve as members of the ARC, the duties of the  
27 ARC shall be performed by the Board. When the Board functions as the ARC under this article:  
28

29 (A) The Board of Directors has all the rights and duties of the ARC  
30 under this article, including as provided under Section 9.13 below.  
31

32 (B) The requirements for meetings of the Board of Directors under  
33 Article 5 of the Bylaws apply.  
34

35 (2) If an application submitted to the ARC under Section 9.1 above involves  
36 a Single-Family Lot owned by a member of the ARC or by an entity in which the ARC member is a  
37 member or has an interest described under Section 4.2(b) of the Bylaws, that member of the ARC shall  
38 not participate in reviewing or acting upon the application. Alternatively, the chair of the committee may  
39 forward the application to the Board of Directors who shall function as the ARC as provided under  
40 Paragraph (1) of this subsection.  
41

42 (f) Compensation. No member of the ARC may receive any compensation from the  
43 Association or make any charge for his or her services as a member of the committee. However, a  
44 committee member may be reimbursed for out-of-pocket expenses.  
45

46 **9.3 Rules: Design Guidelines**  
47

48 (a) Adoption. The procedure and specific requirements for review and approval of  
49 an application required under Section 9.1 above, including fees charged under Section 9.14 below, must  
50 be set forth in rules adopted from time to time by Resolution of the Board of Directors. Rules adopted by  
51 the Board may, at the Board's sole discretion:  
52

1 (1) Prescribe design guidelines and standards (“Design Guidelines”)  
2 described under Subsection (b) of this section.  
3

4 (2) Specify requirements regarding commencement and completion of work  
5 to be performed on Improvements for which approval by the ARC is required.  
6

7 (b) Design Guidelines. The Design Guidelines may interpret and implement the  
8 provisions of this Declaration for architectural review and prescribe standards and guidelines for  
9 architectural design of Dwellings and other Improvements, exterior color schemes, exterior finishes and  
10 materials and similar features that may be used in the Planned Community for which approval by the  
11 ARC is required. Design Guidelines may not be in derogation of the minimum standards established by  
12 Article 6 and other provisions of this Declaration and the Bylaws. The Design Guidelines, if any, may  
13 include, without limitation, height restrictions with respect to Improvements to be constructed and  
14 restrictions with respect to exterior lighting.  
15

16 **9.4 Committee Procedure and Actions.**  
17

18 (a) Notice of Application. In accordance with Article 13 of the Bylaws, the ARC  
19 shall cause notice of an application submitted under Section 9.1 above to be given to all Owners within  
20 approximately three hundred (300) feet of the Improvement identified in the application. The notice must  
21 be given at least five (5) business days, or such longer period prescribed by rules adopted by the Board of  
22 Directors under Section 9.3 above, before a decision by the ARC under Section 9.6 below.  
23

24 (b) Right to Review and Comment. Any Owner in the Planned Community may  
25 review an application submitted under Section 9.1 above and may submit written comments to the ARC  
26 regarding the application pursuant to any rules adopted under Section 9.3 above or Section 10.10 of the  
27 Bylaws. In order to appeal a decision under Section 9.9(a) below, any comments that include objections  
28 must be sufficiently specific in detail.  
29

30 (c) Majority Action. At all meetings of the ARC, a majority of the members of the  
31 ARC have the power to act on behalf of the ARC.  
32

33 (d) Committee Procedure. Committee procedure shall be as prescribed by rules  
34 adopted by the Board.  
35

36 **9.5 ARC Duties**. The ARC shall consider and act upon applications submitted under Section  
37 9.1 above and take other actions in accordance with this article.  
38

39 **9.6 ARC Decision**.  
40

41 (a) Subject to Subsection (b) of this section, all decisions of the ARC must be  
42 memorialized in writing.  
43

44 (b) Within forty-five (45) days after the ARC has received all material required by it  
45 with respect to an application, the ARC shall give the Owner, in accordance with Section 13.1 of the  
46 Bylaws, its written approval or denial decision with respect to the application. If the ARC fails to render  
47 its decision of approval or denial in writing within the forty-five day period, the application is deemed  
48 approved.  
49

50 **9.7 ARC Denial of Application: Conditions**.  
51

1 (a) Denial of Application. The ARC may, in its sole but reasonable discretion, deny  
2 any application submitted under Section 9.1 above for any of the following reasons:

3  
4 (1) Failure of the application to comply with any of the covenants,  
5 conditions or restrictions contained in this Declaration, including, without limitation, Article 6 above.

6  
7 (2) Failure by the applicant to include in the application such information as  
8 reasonably requested by the ARC.

9  
10 (3) Reasonable objections by the ARC to the exterior design, appearance or  
11 materials of any proposed modification or alteration, including, without limitation, colors or color  
12 scheme, finish, height, shape, location, proportion and style of architecture.

13  
14 (4) Incompatibility of the proposed Improvement (or modification of or  
15 alteration to an existing Improvement) or the use of the proposed Improvement (or modification or  
16 alteration to an existing Improvement) with other existing Improvements, other uses within the Property  
17 or the enjoyment of other Owners.

18  
19 (5) Failure of the proposed modification, alteration or Dwelling or other  
20 Improvement on a Single-Family Lot or Condominium to comply with any Design Guidelines.

21  
22 (6) Failure of the proposed modification, alteration or Improvement to  
23 comply with any Legal Requirements, including, without limitation, applicable zoning ordinances,  
24 building codes, solar ordinances, health laws or other governmental codes, ordinances, rules or  
25 regulations.

26  
27 (7) Any other matter that, in the reasonable judgment of the ARC, would  
28 render the proposed modification, alteration or Improvement, or the uses intended, inharmonious or  
29 incompatible with the general plan or design of the Planned Community, including any possible adverse  
30 impact on the use and enjoyment of the Property by any other Owner.

31  
32 (b) Conditions. Subject to any rules adopted under Section 9.3 above, an approval of  
33 the ARC may be subject to specific conditions, including, without limitation, requirements regarding  
34 commencement and completion of work to be performed.

35  
36 9.8 Nonwaiver, Precedent and Estoppel. Approval or disapproval by the ARC of any  
37 matter proposed to it or within its jurisdiction may not be deemed to constitute precedent, waiver or  
38 estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter  
39 proposed or submitted to it.

40  
41 9.9 Appeal of ARC Decision to Board of Directors.

42  
43 (a) Unless the Board of Directors is serving as the ARC under Section 9.2(e) above,  
44 in addition to the Owner who submitted the application under Section 9.1 above, any Owner who  
45 submitted written objections to the ARC under Section 9.4(b) above may appeal the action of the ARC to  
46 the Board of Directors.

47  
48 (b) Appeals must be made in writing within fifteen (15) days of the ARC's action  
49 and must contain specific objections or mitigating circumstances justifying the appeal. The Board of  
50 Directors shall make a final, conclusive decision in writing not later than forty-five (45) days after receipt  
51 of the appeal. The determination of the Board is final, subject only to alternative dispute resolution  
52 pursuant to Section 12.6.

1  
2           9.10 **Effective Period of Approval.** Unless otherwise provided in the ARC's approval of any  
3 application or a decision of the Board of Directors under Section 9.9 above, the ARC's approval or  
4 Board's decision is automatically revoked one hundred eighty (180) days after issuance unless  
5 installation, construction or other work relating to the proposal has been commenced or the Owner has  
6 applied for and received an extension of time from the ARC.

7  
8           9.11 **Notice of Completion of Work; Determination and Notice of Noncompliance.**  
9

10           (a) **Notice of Completion of Work.** If required by the decision of the ARC under  
11 section 9.6 above, promptly after completion of any Improvement pursuant to an application approved  
12 under this article, the Owner shall give written notice of completion to the ARC in accordance with any  
13 rules adopted under Section 9.3 above. Within thirty (30) days after the receipt of the notice, the ARC  
14 shall inspect the completed Improvement and give the Owner notice of any noncompliance as provided  
15 under Subsection (b) and (c) of this section.

16  
17           (b) **Inspection.** From time to time, after reasonable notice to the Owner and  
18 determination of a time mutually convenient to the Owner and the ARC, the ARC or any Person  
19 authorized by the ARC may enter the Single-Family Lot or other property on which the Improvement is  
20 located and inspect all work performed to determine whether the work is in substantial compliance with  
21 the approval granted under Section 9.6 above and to determine that the condition of the work site  
22 complies with any requirements under this Declaration or any Design Guidelines.

23  
24           (c) **Notice of Noncompliance.** If the ARC finds that the work was not performed in  
25 substantial conformance with the approval granted under Section 9.6 above, or if the ARC finds that the  
26 approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance.  
27 The notice of noncompliance must specify the particulars of noncompliance and require the Owner to  
28 remedy the noncompliance by a specific date.

29  
30           9.12 **Notice to Board of Noncompliance: Enforcement.**  
31

32           (a) **Notice of Hearing.** Unless otherwise provided by Resolution adopted by the  
33 Board of Directors:  
34

35           (1) If after receipt of a notice of noncompliance given under Section 9.11  
36 above, the Owner fails to diligently commence to remedy the noncompliance in accordance with the  
37 provisions of the notice of noncompliance, at the expiration of a period of fifteen (15) days from the date  
38 of the receipt of notice of noncompliance, the ARC shall notify the Board of Directors in writing of the  
39 noncompliance.

40  
41           (2) As soon as practicable after receiving the notification required under  
42 Paragraph (1) of this subsection, the Board shall provide notice of a hearing to consider the Owner's  
43 continuing noncompliance. The hearing must be set not less than seven (7) or more than forty-five (45)  
44 days from receipt by the Board of required notification.

45  
46           (b) **Hearing.** At the hearing, if the Board of Directors finds that there is no valid  
47 reason for the continuing noncompliance, the Board shall determine the estimated costs of correcting the  
48 noncompliance and:  
49

50           (1) Shall require the Owner to remedy or remove the noncompliance within  
51 a period the Board determines reasonable.  
52

1 (2) May fine the Owner for the noncompliance pursuant to a schedule of  
2 fines adopted in accordance with the Act.

3  
4 (3) May take any other action permitted or provided for under this  
5 Declaration.

6  
7 (c) Continued Noncompliance. If the Owner fails to comply with action taken by the  
8 Board under Subsection (b) of this section, the Board may proceed with any available legal remedy. The  
9 cost of any action shall be assessed against the Owner either before or after any remedied action as  
10 provided in Article 12 below.

11  
12 9.13 **Liability.**

13  
14 (a) Neither the ARC nor any member of the ARC is liable to any Owner, Occupant,  
15 builder or other Person for any damage, loss or prejudice suffered or claimed on account of any action or  
16 failure to act of the ARC or a member of the ARC, provided only that the member has, in accordance with  
17 the actual knowledge possessed by him or her, acted in good faith.

18  
19 (b) Notwithstanding Section 9.7(a)(6) above, the ARC is not responsible for  
20 determining compliance with Legal Requirements, including, without limitation, applicable zoning  
21 ordinances, building codes, solar ordinances, health laws or other governmental codes, ordinances, rules  
22 or regulations. The Owner is responsible for determining compliance with all Legal Requirements.

23  
24 9.14 **Fees; Plans.**

25  
26 (a) Fees.

27  
28 (1) Pursuant to rules adopted by the Board of Directors under Section 9.3  
29 above, the ARC may charge with an application submitted under this article:

30  
31 (A) A reasonable deposit fee that is sufficient to cover any damage  
32 or destruction to Common Property or if applicable, any other Single-Family Lot (including any personal  
33 property located on Common Property or a Single-Family Lot) that may occur from the performance of  
34 the proposed work.

35  
36 (B) Costs incurred or expected to be incurred by the ARC to retain  
37 architects, attorneys, engineers, landscape architects and other consultants to advise the ARC concerning  
38 any aspect of the application or compliance with any appropriate architectural criteria or standards.

39  
40 (2) Any rules adopted under this subsection must prescribe a procedure for  
41 determination and return of unused deposited funds.

42  
43 (3) Fees and costs incurred under this subsection constitute Assessments  
44 against the Owner and Dwelling as provided under Article 11 below or, if the application is from a  
45 Condominium Association, may be charged to the Condominium Association.

46  
47 (4) All income from fees imposed under this article and all expenses  
48 associated with architectural review under this article are income and expenses of the Association.

49  
50 (b) Plans. A copy of the plans as finally approved must be retained as a permanent  
51 record of the Association.

1           9.15    **Estoppel Certificate.**

2  
3           (a)       Within fifteen (15) business days after a written request is delivered to the ARC  
4 by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the  
5 ARC shall provide the Owner with a certificate executed by the chair, or other authorized member of the  
6 ARC certifying with respect to any Dwelling owned by the Owner, that as of the specified date either:

7                   (1)       All Improvements made or done upon or within the Single-Family Lot or  
8 Condominium as the case may be that are subject to the requirements of this article comply with the  
9 Declaration; or

10  
11                   (2)       The Improvements do not comply, in which event, the certificate must  
12 also identify the noncomplying Improvements and set forth with particularity the nature of the  
13 noncompliance.

14  
15           (b)       The Owner, Owner's heirs, devisees, successors and assigns and any Mortgagee  
16 are entitled to rely on the certificate with respect to the matters set forth in the certificate. The certificate  
17 is conclusive as between and among the ARC, the Association and all Owners and Persons deriving any  
18 interest through any of them.

19  
20   **ARTICLE 10**  
21   **MAINTENANCE OF PROPERTY**

22  
23           10.1   **Responsibility of Association.**

24                   (a)       Common Property.

25  
26                   (1)       The Association is responsible for maintenance, repair and replacement  
27 of Common Property and the Community Facilities and other Improvements located on the property in  
28 accordance with a maintenance plan prepared and updated in accordance with ORS 94.595 and any  
29 Resolution adopted by the Board of Directors.

30                   (2)       The Association is responsible for any damage to the Common Property  
31 and another part of the Planned Community caused by tree roots, branches or the falling of a tree or by  
32 other plantings that are located on Common Property.

33  
34           (b)       Windows (exterior), Downspouts and Gutters. At least annually, the Association  
35 will cause the windows (exterior only), downspouts (including from balconies) and gutters of Dwellings  
36 to be cleaned in accordance with any rules adopted by the Board of Directors.

37  
38  
39                   (c)       Yard Maintenance Area.

40  
41                   (1)       Identification of Yard Maintenance Area. The Board of Directors shall  
42 adopt rules that identify and describe Yard Maintenance Areas and prescribe maintenance standards.

43  
44                   (2)       Required Maintenance Repair and Replacement. The Association is  
45 responsible for the maintenance, repair and replacement of lawns and plantings, including, without  
46 limitation any tree, shrub, bush, vine, flower or other plants, located in Yard Maintenance Areas in  
47 accordance with any rules adopted by the Board of Directors. However, the Association is not  
48 responsible for:

49   (A)       Maintenance of Yard Maintenance Area for which an Owner or a  
50 Condominium Association is responsible pursuant to a filed Notice of Elective Yard Care under Section  
51 10.2(b) below.  
52

1  
2 (B) Any part of a Yard Maintenance Area that is fenced.  
3

4 (C) Any damage caused by tree roots, branches or the falling of a  
5 tree or by other plantings that are located in an area described in Subdivisions (A) or (B) above.  
6

7 (3) The Owner of the Single-Family Lot or the Condominium Association of  
8 which the Yard Maintenance Area is a part is responsible for any damage to the Single-Family Lot or  
9 Condominium Common Elements and to any other property within the Planned Community as provided  
10 under Section 12.9 below, to the extent not paid by Association insurance.  
11

12 (d) Sidewalks.  
13

14 (1) In accordance with rules adopted by the Board of Directors, the  
15 Association is responsible for performing the repair and replacement of sidewalks and safety railings  
16 located on Single-Family Lots, except walkways leading from sidewalks to porches, and other sidewalks  
17 as defined by rule.  
18

19 (2) In accordance with rules adopted by the Board of Directors, the  
20 Association is responsible for performing the repair and replacement of any sidewalks and safety railings  
21 located within General Common Elements of a Condominium.  
22

23 (e) Retaining Walls.  
24

25 In accordance with rules adopted by the Board of Directors, the Association is responsible for performing  
26 the repair and replacement of all retaining walls within the Planned Community which border sidewalks,  
27 streets, multi-occupant driveways, and Common Property.  
28

29 (f) Costs. Except as otherwise provided in this section, the cost of maintenance,  
30 repairs and replacements performed or made by the Association under this section are a Common  
31 Expense under Section 11.9 below. However, any Common Expense that is the fault of an Owner may be  
32 assessed as a Personal Assessment as provided under Section 11.12 below.  
33

34 (g) Requested Maintenance and Services by Association. In addition to any optional  
35 services provided under Section 5.5 above, the Board of Directors may adopt rules that provide that an  
36 Owner of a Dwelling may request that the Association perform maintenance to the Owner's Dwelling that  
37 is otherwise the responsibility of the Owner under this article or provide maintenance services such as  
38 dryer vent and furnace inspection for Owner. The rules must:  
39

40 (1) Identify the maintenance or the services that an Owner may request to be  
41 performed or provided.  
42

43 (2) Prescribe the procedure for requesting the maintenance or services.  
44

45 (3) Specify the cost for providing the maintenance or service and the manner  
46 that the cost will be assessed to the Owner as a Personal Assessment.  
47

48 10.2 **Owner Responsibility for Property Maintenance.**  
49

50 (a) Maintenance, Repair and Replacement of Property and Improvements. Except as  
51 provided under Section 10.1 above, Owners and Condominium Associations shall maintain their property  
52 (including the Dwellings and all other Improvements located thereon) in a clean and attractive condition

1 and provide for all maintenance, repair and replacements in accordance with applicable Legal  
2 Requirements and any rules adopted by the Board of Directors. The responsibility of an Owner or a  
3 Condominium Association for maintenance, repair and replacement, includes, without limitation:

4  
5 (1) Maintenance, repair and replacement of any driveway (except that  
6 portion of the driveway that is part of a sidewalk) and any fence.

7  
8 (2) Maintenance of yard landscaping not maintained by the Association  
9 under Section 10.1(c) above in an attractive, neat, orderly, trimmed and cut condition at all times, free of  
10 brush, weeds, and debris.

11  
12 (b) Elective Maintenance of Yard Maintenance Area.

13  
14 (1) The Board of Directors may adopt rules that provide an Owner of a  
15 Single-Family Lot or a Condominium Association may elect to be responsible for maintenance to the  
16 Yard Maintenance Area of Owner's Single-Family Lot or the Condominium Association for which the  
17 Association is responsible under Section 10.1(c)(1) above. The rules may include, without limitation:

18  
19 (A) A "Notice of Elective Yard Care" form.

20  
21 (B) Procedures for submission and administration of the Notices of  
22 Elective Yard Care.

23  
24 (2) The Owner or Condominium Association is responsible for all costs of  
25 maintenance, repair and replacement to the Single-Family Lot or Common Elements required under this  
26 section or for which an Owner or Condominium Association, if permitted, has elected to be responsible  
27 under Paragraph (1) of this subsection.

28  
29 10.3 Failure of Owner or Condominium Association to Maintain the Property. If an  
30 Owner or Condominium Association fails to maintain his or its property, including the Dwelling(s) and  
31 other Improvements, in accordance with Section 10.2 above, the Board of Directors may cause the  
32 maintenance to be performed pursuant to rules adopted by Resolution under Article 9 of the Bylaws. The  
33 rules must comply with Section 12.2 below and provide that the maintenance must be performed at a time  
34 reasonably convenient to an affected Owner or Occupant. Any cost incurred by the Association is  
35 collectable as a Personal Assessment under Article 11 below against Owners benefitting from the  
36 maintenance.

37  
38 10.4 Condominium Units and Common Elements. Except as otherwise provided in this  
39 Declaration or the Bylaws, maintenance, repair and replacement of Condominium Units and Common  
40 Elements of a Condominium are governed by the applicable Condominium Document.

41  
42 **ARTICLE 11**  
43 **BUDGETS AND ASSESSMENTS**

44  
45 11.1 Types and Purpose of Assessments.

46  
47 (a) Types of Assessments. Except as provided in Section 11.8(a) below, all Owners  
48 are obligated to pay the following types of Assessments imposed by the Board of Directors on behalf of  
49 the Association pursuant to this Declaration and the Bylaws:

50  
51 (1) Annual Assessments and Adjusted Annual Assessments described in  
52 Section 11.10(a) and (b) below. Increases in Annual Assessments and any Adjusted Annual Assessments



1 are subject to the limitation on increases in the Annual Budget or Amended Annual Budget imposed  
2 under Section 11.5 below.

3  
4 (2) Special Assessments described in Section 11.10(c) below for Emergency  
5 Expenditures and Major Capital Expenditures.

6  
7 (3) Personal Assessments described in Section 11.12 below.

8  
9 (b) Purpose of Assessments. The Assessments levied by the Association must be  
10 used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants of  
11 Dwellings, for the administration, management and operation of the Association and the Planned  
12 Community and for any other purposes required or permitted under this Declaration, the Bylaws or the  
13 Act.

14 (c) Assessments Property of Association. All sums received on account of  
15 Assessments belong to and are the property of the Association for the purposes designated under this  
16 Declaration and the Bylaws. The sums are not refundable to Owners.

17  
18 **11.2 Obligation of Owners for Assessments.**

19  
20 (a) Personal Obligation. An Owner is personally liable for all Assessments, together  
21 with interest, late payment charges and collection costs as provided in Section 12.5 below, imposed on the  
22 Owner or assessed against the Dwelling as provided under ORS 94.712.

23  
24 (b) Joint and Several Obligation. In addition to constituting a lien on the Dwelling  
25 as provided under Section 12.3 below and the Act, each Assessment is the joint and several obligation of  
26 the Owner or Owners of the Dwelling against which the Assessment is levied.

27  
28 (c) Offsets and Waivers Prohibited.

29  
30 (1) As provided under ORS 94.704:

31 (A) An Owner may not claim an offset against an Assessment for  
32 failure of the Association to perform its obligations. An Owner may not offset amounts owing or claimed  
33 to be owed by the Association to the Owner.

34  
35 (B) An Owner by the Owner's action may not claim exemption from  
36 liability for contribution towards Common Expenses by waiver of Owner's use or enjoyment of any  
37 Common Property or by abandonment by the Owner of the Owner's Dwelling.

38  
39 (2) Subject to any rules adopted under Section 4.5(c) above, the Board of  
40 Directors may not grant a waiver or otherwise exempt an Owner from the obligation to pay Assessments.  
41 Nothing in this section prohibits the Board from making compromises on overdue Assessments if the  
42 compromise benefits the Association.

43  
44 (d) Voluntary Conveyances. In accordance with ORS 94.712, except as may be  
45 limited by a Statement for Prospective Purchasers described under Section 11.13 below, in a voluntary  
46 conveyance of a Dwelling, the grantee is jointly and severally liable with the grantor for all unpaid  
47 Assessments against the grantor of the Dwelling to the time of the grant or conveyance, without prejudice  
48 to the grantee's right to recover from the grantor the amount paid by the grantee.

49  
50 (e) Liability When Dwelling Foreclosed; Deeds in Lieu of Foreclosure. The liability  
51 for Assessments when a purchaser obtains title to a Dwelling as a result of foreclosure of first Mortgage  
52 or when a deed in lieu of foreclosure is accepted by the holder of a first Mortgage is governed by the Act.

1  
2           11.3    **Definitions.** As used in this article:  
3

4           (a)        **“Last Annual Assessment”** means the sum total of the Annual Assessment and  
5 any Adjusted Annual Assessments for a Dwelling for the preceding year. In considering the applicability  
6 of the Permitted Annual Increase to a particular Dwelling, that Dwelling shall be deemed to have had the  
7 same number of Occupants in the preceding year that it has in the current year.  
8

9           (b)        **“Last Annual Budget”** means the last Annual Budget or Amended Annual  
10 Budget adopted for the preceding year.  
11

12           (c)        **“Permitted Annual Increase”** means an increase in the Annual Assessment and  
13 Adjusted Annual Assessments for a Dwelling that is equal to the percentage growth in the Index or three  
14 percent (3%), whichever is larger, but not to exceed an annual increase of five percent (5%).  
15

16           (d)        **“Reject or Rejection”** means to act or the action of Owners to render or that  
17 renders a budget adopted by the Board of Directors under Section 11.4(a) or (b) below void as provided  
18 under Section 11.5 below.  
19

20           11.4    **Budgets.**  
21

22           (a)        **Adoption of Annual Budget.**  
23

24           (1)        Adoption. At least annually, the Board of Directors shall prepare and  
25 adopt a budget for the Association (the “Annual Budget”) based on an estimate of the Common Expenses,  
26 determined under Section 11.9 below, expected to be incurred, any expected revenue and any surplus  
27 available from Assessments. The Annual Budget is subject to rejection by Owners to the extent required  
28 under Section 11.5 below.  
29

30           (2)        Continuation of Prior Adopted Budget. If the Board of Directors fails to  
31 adopt an Annual Budget, a budget identical in funding amounts to the Last Annual Budget continues in  
32 effect.  
33

34           (b)        **Amended Annual Budget.** If all or any part of a budget adopted under  
35 Subsection (a) of this section is or will become inadequate to meet Common Expenses incurred for any  
36 reason, as soon as practicable, the Board of Directors shall determine the approximate amount of the  
37 inadequacy and adopt by Resolution an Amended Annual Budget. The Resolution must identify the  
38 reason for the inadequacy. The Amended Annual Budget is subject to rejection by Owners to the extent  
39 required under Section 11.5 below.  
40

41           11.5    **Rejection of Budgets.**  
42

43           (a)        **Budgets Subject to Rejection.** An Annual Budget or an Amended Annual Budget  
44 adopted under Section 11.4(a) or (b) above that requires an Annual Assessment and any Adjusted Annual  
45 Assessments per Dwelling which exceed the Last Annual Assessment by more than the Permitted Annual  
46 Increase is subject to rejection.  
47

48           (b)        **Calling of Meeting.**  
49

50           (1)        As soon as practicable after the adoption of an Annual Budget or an  
51 Amended Annual Budget that is subject to rejection, the president or secretary shall call a special meeting

1 of Owners in accordance with Section 3.3 of the Bylaws. In addition to the requirements of Section 3.3 of  
2 the Bylaws, the notice must include:

3 (A) The amount of the Annual Budget and any Amended Annual  
4 Budget and the amount or percentage by which the budget exceeds the Last Annual Budget.

5  
6 (B) The amount of the Last Annual Assessment for each category of  
7 Dwelling and the amount or percentage by which the Annual Assessment and any Adjusted Annual  
8 Assessments for each such Dwelling exceeds such Last Annual Assessment.

9  
10 (C) A statement that rejection of the budget will be an item of  
11 business in the agenda of the meeting.

12  
13 (2) In lieu of calling a special meeting, the rejection of the budget may be an  
14 item of business in the agenda of an annual meeting. The notice of the annual meeting must include the  
15 information required under Paragraph (1) of this subsection.

16  
17 (c) Action at Meeting. At the meeting:

18  
19 (1) An Annual Budget or an Amended Annual Budget that is subject to  
20 rejection under Subject (a) of this section is effective unless rejected by a vote of Owners holding at least  
21 fifty-one percent (51%) of the Voting Rights.

22  
23 (2) If an Annual Budget or an Amended Annual Budget is rejected, a budget  
24 identical in funding amounts to the Last Annual Budget continues in effect.

25  
26 (d) Subsequent Action by the Board if Budget Rejected. If an Annual Budget or an  
27 Amended Annual Budget is rejected at a meeting under Subsection (c) of this section, nothing in this  
28 section precludes the Board from adopting an Annual Budget or Amended Annual Budget that is not  
29 subject to rejection under this section or adopting another budget that is subject to rejection and  
30 proceeding as provided in this section.

31  
32 **11.6 Emergency Expenditures.**

33  
34 (a) In addition to the budgets described in Section 11.4(a) or (b) above, with the  
35 approval of seventy-five percent (75%) of the Board of Directors, and subject to Article 13 below,  
36 without any action by Owners, the Board may by Resolution adopt an Emergency Expenditure to fund the  
37 following Common Expenses:

38  
39 (1) The cost of maintenance, repair or replacement of any Improvements in  
40 or to Common Property not included in the Annual Budget or Amended Annual Budget or in excess of  
41 funds identified in the Reserve Study for that purpose or in excess of any proceeds available from  
42 insurance policies that results from unanticipated events, including, without limitation, storms,  
43 earthquakes, accidents, warfare or hostile actions of any kind.

44  
45 (2) Costs the Board determines are necessary to protect the health, safety and  
46 welfare of the Owners and Occupants of Dwellings and for the continued operation of the Association and  
47 the Planned Community.

48  
49 (3) Costs necessary to comply with any Legal Requirements.

50  
51 (4) Cost necessary to comply with the Community Garden Lease.

1 (5) When foreclosing an Association lien under Section 12.4 below, the  
2 amount of the bid and any associated costs incurred at the foreclosure sale.  
3

4 (b) The Board of Directors shall by Resolution adopt an Emergency Expenditure to  
5 fund any Common Expenses required under Article 13 below.  
6

7 (c) The Board of Directors shall impose the amount of the Emergency Expenditure  
8 adopted by the Board under this section as a Special Assessment under Section 11.10 below.  
9

#### 10 **11.7 Major Capital Expenditures.**

11 (a) Definition. As used in this section and, unless the context clearly requires  
12 otherwise, other provisions of this Declaration and the Bylaws, "Major Capital Expenditures":  
13  
14

15 (1) Means the use of Association funds to:

16 (A) Purchase or construct an addition, not currently existing, to  
17 Common Property when the use of the funds is optional under this Declaration or the Bylaws, rather than  
18 mandatory, and the use of the funds is not otherwise required by law.  
19  
20

21 (B) Purchase property to be annexed to the Planned Community as  
22 Common Property under Section 2.3 above.  
23

24 (C) Purchase property within Planned Community to be designated  
25 Common Property under Section 2.3 above.  
26

27 (2) Does not mean the maintenance, repair or replacement of Common  
28 Property or other portion of the Planned Community that the Association is obligated to maintain using  
29 materials:  
30

31 (A) Of similar kind;

32 (B) That are required, either due to changes in building or fire codes  
33 or other ordinances and regulations of local governing bodies or by other Legal Requirements;  
34  
35

36 (C) Due to discontinued fabrication or unavailability; or  
37

38 (D) That have substantially similar cost over the useful life of the  
39 material.  
40

41 (b) Subject to Subsection (c) of this section, the Board of Directors may adopt a  
42 Resolution for a Major Capital Expenditure.  
43

44 (c) Limitation. The Board of Directors may not make one (1) or more Major  
45 Capital Expenditures in any one (1) year the total amount of which is in excess of three percent (3%) of  
46 the Annual Budget without the prior approval of Owners holding at least fifty-one percent (51%) of the  
47 Voting Rights as provided in Subsection (d) of this section. However, in computing the total amount of  
48 one (1) or more Major Capital Expenditures, only moneys collected from Annual Assessments, Adjusted  
49 Annual Assessments, and Special Assessments are included in the calculation.  
50

51 (d) Procedure for Owner Approval. The vote to approve a Major Capital  
52 Expenditure that must be approved by Owners under Subsection (c) of this section must be conducted at a

1 special meeting of Owners held under Section 3.2(b) of the Bylaws. As soon as practicable after the  
2 adoption of the Resolution for a Major Capital Expenditure, the president or secretary shall call a special  
3 meeting of Owners in accordance with Section 3.3 of the Bylaws. In addition to the requirements of  
4 Section 3.3 of the Bylaws, the notice must include:

5  
6 (1) The amount and purpose of the Major Capital Expenditure.

7  
8 (2) A statement that approval of the Major Capital Expenditure will be an  
9 item of business in the agenda of the meeting.

10  
11 (3) A statement that a vote of Owners holding at least fifty-one percent  
12 (51%) of the Voting Rights is required to approve the Major Expenditure or if applicable that portion of  
13 the Major Capital Expenditure that exceeds the limitation.

14  
15 (e) Failure of Owners to Approve. Unless at the special meeting, Owners holding at  
16 least fifty-one percent (51%) of the Voting Rights approve the Major Capital Expenditure, the Major  
17 Capital Expenditure is void or, if applicable, that portion of the Major Capital Expenditure that exceeds  
18 the limitation is void.

19  
20 (f) Special Assessment Levied for Capital Improvement. If funds are not available  
21 for all or any part of the Major Capital Expenditure adopted by the Board of Directors under Subsection  
22 (b) of this section, the Board shall impose the amount of the unfunded Capital Expenditure approved, if  
23 required, by Owners under Subsection (d) of this section, as a Special Assessment under Section 11.10  
24 below.

25 (g) Application of Definition. The definition specified under Subsection (a) of this  
26 section applies notwithstanding that the expenditure or the addition may be considered a capital  
27 expenditure or capital improvement for the purposes of the Internal Revenue Code or other law.

28  
29 (h) Major Capital Expenditures Funded from Donations. The Board may adopt rules  
30 governing the process by which donated, bequeathed, or Owner/Occupant-loaned funds are used for  
31 Major Capital Expenditures. If the use of such funds for a particular project exceeds in amount three  
32 percent (3%) of the Annual Budget, that process shall include at a minimum the convening of a duly  
33 noticed meeting of Owners, with no quorum requirements, and approval of the proposed use of such  
34 funds by a majority of Owners present in person or by proxy.

35  
36 **11.8 Method of Allocation of Common Expenses and Profits.**

37  
38 (a) Method of Allocation of Common Expenses. Subject to Subsections (b) and (c)  
39 of the section, Common Expenses specified in Section 11.9 below shall be allocated equally among all  
40 Dwellings, except:

41  
42 (1) Any Common Expense or any part of a Common Expense benefitting  
43 fewer than all the Dwellings may be assessed exclusively against the Dwellings benefitted as a Personal  
44 Assessment as provided under ORS 94.704.

45  
46 (2) As provided under ORS 94.704, if the Board of Directors determines that  
47 any Common Expense is the fault of any Owner or Owners as provided under this Declaration or the  
48 Bylaws, the Board of Directors, on behalf of the Association, may assess the expense exclusively against  
49 the Owners and Dwellings of the responsible Owners as a Personal Assessment.

1 (3) In addition to subsection (c) of this section, Common Expenses assessed  
2 for basic services under Section 5.4 above or other provision of this Declaration may be adjusted as  
3 provided under Section 5.4 above or other applicable provision of this Declaration.  
4

5 (4) A Commercial Condominium Unit is not subject to assessment.  
6

7 (5) Each Mountain Hill Estates Dwelling is not subject to Assessments for  
8 Common Expenses until such Dwelling is first occupied or sold to the initial Owner, whichever first  
9 occurs.  
10

11 (b) Additional Charge for Occupants to Fund Operation of Dining Room. In addition  
12 to the Common Expenses specified in Section 11.9 below allocated to each Dwelling, and in compliance  
13 with any rules adopted by the Board under Section 4.5(c) above, an additional charge shall be imposed on  
14 each Dwelling for each Occupant of the Dwelling to fund the operation of the Dining Room. The  
15 additional charge for each Occupant is part of the Annual Assessment levied against the Dwelling under  
16 Section 11.10(a) below.  
17

18 (c) Additional Charge to Fund Common Expenses Attributable to Number of  
19 Occupants. If the Board of Director determines that there are Common Expenses, other than for the  
20 operation of the Dining Room, that are attributable to the number of Occupants of a Dwelling, an  
21 additional charge shall be imposed to cover the additional cost to the Association for each additional  
22 Occupant of a Dwelling in excess of the first Occupant.  
23

24 (d) Allocation of Common Profits. Any common profits not governed under Section  
25 11.10(e) below shall be allocated equally among all Dwellings.  
26

27 **11.9 Determination of Common Expenses.** Common Expenses include, without limitation:  
28

29 (a) Expenses of administration and operation of the Association and Planned  
30 Community.  
31

32 (b) Expenses of maintenance, repair, or replacement of Common Property and any  
33 other portions of the Planned Community, including property within a Condominium, required to be  
34 maintained by the Association pursuant to this Declaration or the Bylaws.  
35

36 (c) Cost of operation (including providing services under Section 5.4 above) of the  
37 Clubhouse, Dining Room, Fitness Center and other Community Facilities in accordance with this  
38 Declaration and the Bylaws.  
39

40 (d) Any costs under the Community Garden Lease in addition to expenses under  
41 Subsection (b) of this section.  
42

43 (e) Cost of insurance or bonds obtained in accordance with the Bylaws.  
44

45 (f) Funding of the Reserve Account in accordance with Section 10.4(a) of the  
46 Bylaws.  
47

48 (g) One or more contingency accounts if established under Section 10.3 of the  
49 Bylaws.  
50

51 (h) Any deficit in Common Expenses for any prior period.  
52

1 (i) Any other items properly chargeable as an expense of the Association.

2  
3 **11.10 Assessments for Common Expense.**

4  
5 (a) Annual Assessment for Common Expenses. At least annually, the Board of  
6 Directors shall levy against each Dwelling an Assessment based on the Annual Budget adopted under  
7 Section 11.4(a) above ("Annual Assessment"). The Annual Assessment must be allocated among the  
8 Dwellings in accordance with Section 11.8 above. The Annual Assessment is payable as a regular  
9 periodic payment as provided in Section 11.11 below.

10  
11 (b) Adjusted Annual Assessment for Amended Annual Budget. If the Board of  
12 Directors adopts an Amended Annual Budget under Section 11.4(b) above, the Board shall by Resolution  
13 levy an Adjusted Annual Assessment (based on the Amended Annual Budget) among the Owners  
14 according to the allocation specified in Section 11.8 above and re-compute the regular periodic payment  
15 payable under Section 11.11 below.

16  
17 (c) Special Assessments. If the Board of Directors adopts a Emergency Expenditure  
18 under Section 11.6 above for which existing funds are wholly or partially inadequate or a Major Capital  
19 Expenditure, approved by Owners to the extent required under Section 11.7 above, the Board shall by  
20 Resolution levy a Special Assessment ("Special Assessment") in the amount of the Emergency  
21 Expenditure or the Major Capital Expenditure against each Dwelling according to the allocations  
22 specified in Section 11.8 above. Special Assessments are payable as provided under Section 11.11 below.

23  
24 (d) Notice of Association Common Expense Assessments. The Board of Directors  
25 shall cause notice of Assessments levied under this section to be given at least thirty (30) days before the  
26 Assessments are payable under Section 11.11 below. The notice may accompany a copy of the budget or  
27 expenditure summary required under Section 11.13 below.

28  
29 (e) Surplus Funds. Subject to Section 5.4 above, if at any time the sums being  
30 collected or already collected are or will be more than sufficient, the Board of Directors may reduce the  
31 amount being assessed or apply excess funds against future Assessments for Common Expenses or  
32 deposit the funds in a contingency fund established and maintained under Section 10.3(d) of the Bylaws.

33  
34 **11.11 Payment of Assessments for Common Expenses.**

35  
36 (a) Annual Assessments, Regular Periodic Payments. Annual Assessments or  
37 Adjusted Annual Assessments levied under Section 11.10 (a) and (b) above are due in twelve monthly  
38 payments by the due date described under Section 12.3(a) below.

39  
40 (b) Special Assessments. Special Assessments levied under Section 11.10(c) above  
41 for Common Expenses of a Emergency Expenditure or a Major Capital Expenditure are due and payable  
42 as prescribed in a Resolution adopted by the Board of Directors.

43  
44 (c) Notice of Change in Payment Schedule. The Board may establish a different  
45 Assessment schedule for Assessments levied under Section 11.10 above. Owners must be given at least  
46 thirty (30) days written notice of any change.

47  
48 **11.12 Personal Assessments.** The Board of Directors may levy Personal Assessments against  
49 one (1) or more Dwellings and Owners as provided in this section.

50  
51 (a) Determination of Personal Assessments. Personal Assessments include:  
52

1 (1) Any Common Expense that the Board of Directors determines is the fault  
2 of the Owner as provided under this Declaration or the Bylaws and not paid by Association insurance.

3  
4 (2) Fines or other charges imposed pursuant to this Declaration, the Bylaws  
5 or the Act for violation of this Declaration, the Bylaws or Rules and Regulations.

6  
7 (3) Amounts due to the Association from an Owner pursuant to other  
8 provisions of this Declaration or the Bylaws.

9  
10 (b) Allocation and Payment. Unless otherwise provided in this Declaration or a  
11 Resolution adopted by the Board of Directors, Personal Assessments are:

12  
13 (1) Allocated equally against the Owners subject to the Personal  
14 Assessment.

15  
16 (2) Due thirty (30) days after the Board has given written notice of the  
17 Assessment to the Owners subject to the Personal Assessment.

18  
19 (c) Distribution and Use of Personal Assessments. Unless otherwise provided by  
20 Resolution adopted by the Board of Directors, fines, late charges, interest and other fees collected shall be  
21 allocated to the Operating Account described under Section 10.3 of the Bylaws.

22  
23 **11.13 Budget Summary; Statement of Assessments.**

24  
25 (a) Budget Summary. Within thirty (30) days after adopting the Annual Budget, an  
26 Amended Annual Budget or an Emergency Expenditure under Section 11.6 above, the Board of Directors  
27 shall provide a summary of the budget or expenditure on which Assessments are based to all Owners and  
28 if requested in writing, to the Owner's Mortgagee. The summary may be provided with a notice given  
29 under Section 11.5(b) or 11.10(d) above.

30  
31 (b) Statement of Assessment Account.

32  
33 (1) Subject to Paragraph (2) of this subsection, in accordance with ORS  
34 94.670, within ten (10) business days of receipt of a written request by an Owner, the Board of Directors  
35 shall provide a Statement of Assessment Account that contains the information specified in ORS 94.670.

36  
37 (2) The Association is not required to comply with Paragraph (1) of this  
38 subsection if the Association has commenced litigation.

39  
40 (c) Statement for Prospective Purchasers. In accordance with ORS 94.712, upon  
41 request of an Owner or Owner's agent, for the benefit of a prospective purchaser, the Board of Directors  
42 shall make and deliver a written statement of the unpaid Assessments against the prospective grantor or  
43 the Dwelling, effective through a date specified in the statement, and the grantee in that case is not liable  
44 for any unpaid Assessments against the grantor not included in the written statement.

45  
46 (d) Fee for Providing Information. Pursuant to rules adopted under Section 10.10 of  
47 the Bylaws, the Association may charge a fee for providing the information required under subsections  
48 (b) and (c) of this section.

49  
50 **ARTICLE 12**  
51 **COMPLIANCE AND ENFORCEMENT**  
52



1           **12.1    Compliance.**  
2

3           (a)    Owners and Occupants. Each Owner and Occupant of a Dwelling shall comply  
4 with the provisions of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant to the  
5 documents and the Act. The Owner is responsible for obtaining compliance by an Occupant of the  
6 Dwelling and is liable for any failure of compliance by the Person in the same manner and to the same  
7 extent were the noncompliance by the Owner.  
8

9           (b)    Guests and Other Invitees. Guests, family members, and other invitees, entering  
10 the Dwelling or other part of the Planned Community under rights derived from the Owner shall comply  
11 with all the provisions of this Declaration, the Bylaws and Rules and Regulations restricting or regulating  
12 the Owner's use, improvement or enjoyment of Owner's Dwelling or other part of the Planned  
13 Community. The Owner is responsible for obtaining compliance and is liable for any failure of  
14 compliance by the persons in the same manner and to the same extent were the noncompliance by the  
15 Owner.  
16

17           (c)    Joint Owners. When two (2) or more Persons share the ownership of any  
18 Dwelling, regardless of the form of ownership, the responsibility of the Persons to comply with this  
19 Declaration and the Bylaws and any Rules and Regulations is a joint and several responsibility and the act  
20 or consent of any one (1) or more of the Persons constitutes the act or consent of the entire ownership  
21 interest. A disagreement among joint Owners as to the manner in which any vote or right of consent held  
22 by them is to be exercised with respect to a pending matter is governed by Section 3.10 of the Bylaws.  
23

24           **12.2    Violations of Declaration or Bylaws.**  
25

26           (a)    Rights of Association. Subject to Subsection (b) of this section, the violation of  
27 any provision of this Declaration or of the Bylaws or Rule or Regulation gives the Board of Directors,  
28 acting on behalf of the Association, the right, in addition to any other rights set forth in this Declaration,  
29 the Bylaws or the Act, to do any or all of the following after giving notice to the Owner and an  
30 opportunity to be heard:  
31

32                   (1)    To enter a Single-Family Lot in which or as to which the violation exists  
33 and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or  
34 condition that may exist therein contrary to the intent and meaning of the provisions of the documents  
35 stated in this section, and the Board of Directors may not thereby be deemed guilty of any manner of  
36 trespass.  
37

38                   (2)    Subject to Section 12.6 below, to enjoin, abate, or remedy such thing or  
39 condition by appropriate legal proceedings.  
40

41                   (3)    To levy reasonable fines in accordance with the Act.  
42

43                   (4)    In accordance with the Act, to terminate the right to receive any utility  
44 services paid as a Common Expense under Section 11.9 above or the right of access to and use of  
45 Community Facilities of the Planned Community until the correction of the violation that has occurred.  
46

47                   (5)    Subject to Section 12.6 below, bring suit or action against the Owner on  
48 behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any Rules and  
49 Regulations.  
50

51                   (6)    To do any of the actions specified in this section in conjunction with  
52 each other.

1  
2 (b) Violations within A Condominium. The Board of Directors and the board of  
3 directors of each Condominium Associations shall by rules mutually acceptable to each prescribe  
4 procedures for enforcement of this Declaration when the violation occurs within a Condominium.  
5

6 **12.3 Default in Payment of Assessments; Enforcement of Lien.**  
7

8 (a) Due Date of Assessment. The Board of Directors shall establish the due date of  
9 Assessments.

10  
11 (b) Delinquent Assessment. An Assessment is delinquent if not paid within thirty  
12 (30) days after the due date.  
13

14 (c) Interest; Late Payment Charge. If any Assessment is delinquent:

15  
16 (1) The Owner is obligated to pay interest from the due date of the  
17 Assessment, or such other date as may be specified by Resolution adopted by the Board of Directors.  
18 Interest accrues at the rate of eighteen percent (18%) per annum or at such other rate, not to exceed the  
19 maximum lawful rate, if any, as may be established by a Resolution adopted by the Board.  
20

21 (2) A late charge of five percent (5%) of the unpaid Assessment may be  
22 imposed for each delinquent Assessment. The charge may be increased by Resolution of the Board of  
23 Directors.

24 (d) Collection Costs. An Owner is obligated to pay all expenses incurred by the  
25 Association in collecting unpaid Assessments including without limitation:

26  
27 (1) Attorney fees incurred by the Association (whether or not legal  
28 proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition for  
29 review).  
30

31 (2) If notice of lien is recorded under Subsection (e)(3) of this section, the  
32 costs associated with the preparation and recording of the notice of lien and any release of lien.  
33

34 (e) Association Lien.

35  
36 (1) Automatic Lien. Whenever the Association levies any Assessment  
37 against a Dwelling, the Association automatically has a lien upon the Dwelling for any unpaid  
38 Assessments as provided under the Act. Recording of the Declaration constitutes record notice and  
39 perfection of the lien for Assessments. Recording of a claim of lien for Assessments or notice of a claim  
40 of lien is not required to perfect the Association's lien.  
41

42 (2) Priority of Lien. The priority of the lien of the Association against a  
43 Dwelling for Assessments is governed by the Act.  
44

45 (3) Notice of Lien. The Association, by and through the Board of Directors  
46 or any management agent, may record a notice of lien as provided under the Act. The notice of lien shall  
47 be in the form and include the information specified in ORS 94.709. The Association must record a  
48 notice of lien before any suit to foreclose may proceed as provided in Section 12.4(b) below.  
49

50 **12.4 Additional Remedies.** If an Assessment is not paid as provided in Article 11 above or  
51 this article, in addition to interest and late payment charges imposed under Subsection (c) of this section,  
52 the Association may exercise any or all of the following remedies:

1  
2 (a) Acceleration of Assessment. If any Assessment or any portion of any  
3 Assessment is delinquent, the Board may, after written notice to the Owner as provided by Resolution  
4 adopted by the Board, declare all remaining periodic installments of any Annual Assessment or any other  
5 amounts owed by the Owner due immediately and interest thereafter accrues as provided under Section  
6 12.3(c) above on the entire Assessment until paid.

7  
8 (b) Foreclosure of Lien. As provided under the Act, the Association, by and through  
9 the Board of Directors may file a suit to foreclose the lien described in Section 12.3(e) above, notice of  
10 which was recorded in accordance with Section 12.3(e)(3) above.

11  
12 (c) Suit or Action. Subject to Section 12.6 below, the Association may bring an  
13 action to recover a money judgment for unpaid Assessments under this Declaration or the Bylaws without  
14 foreclosing or waiving the lien described in Section 12.3(e) above. Recovery on an action operates to  
15 satisfy the lien, or the portion thereof, for which recovery is made.

16  
17 (d) Other Remedies. The Association has any other remedy available to it by law or  
18 in equity.

19  
20 **12.5 Costs and Fees.**

21 (a) An Owner determined liable under this article is liable to the Association for:

22 (1) Any reasonable administrative fee as established by the Board of  
23 Directors.

24 (2) All costs and attorney fees incurred by the Association, whether or not  
25 legal proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition  
26 for review.

27 (3) Any expense incurred by the Association in remedying the default, and  
28 damage incurred by the Association or Owners.

29 (4) Any fines levied under Section 12.2 above.

30 (b) The sums described under Subsection (a) of this section shall be levied against  
31 the offending Dwelling as a Personal Assessment and enforced as provided in this article.

32  
33 **12.6 Disputes Between Association and Owners.** In accordance with ORS 94.630(4), unless  
34 otherwise provided under the section, before initiating litigation or an administrative proceeding in which  
35 the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation  
36 or an administrative proceeding shall offer to use any dispute resolution program available in Jackson  
37 County that is in substantial compliance with the standards and guidelines adopted under ORS 36.175 that  
38 requires the Dean of the University of Oregon School of Law to adopt rules for administration of the  
39 dispute resolution program under ORS 36.100 to 36.175.

40  
41 **12.7 Action by Owners.** Subject to Section 12.6 above, an aggrieved Owner may bring an  
42 action against another Owner or the Association to recover damages or to enjoin, abate or remedy such  
43 thing or condition by appropriate legal proceedings.

44  
45 **12.8 Nonexclusiveness and Accumulation of Remedies.** An election by the Association to  
46 pursue any remedy provided for violation of this Declaration or the Bylaws does not prevent concurrent

1 or subsequent exercise of any remedy permitted under this Declaration or the Bylaws. The remedies  
2 provided in this Declaration are not exclusive but are in addition to all other remedies, including actions  
3 for damages and suits for injunctions and specific performance available under law.

4  
5 **12.9 Damage or Destruction Due to Act of Owners or Others.**

6  
7 (a) If, due to the act or neglect of an Owner or Occupant of Owners Dwelling or any  
8 invitee of Owner or Occupant damage is caused to any Common Property or maintenance, repairs or  
9 replacements is required which would otherwise be a Common Expense, then the Owner shall pay for the  
10 cost of damage and the cost of such maintenance, repairs and replacements as may be determined by the  
11 Board of Directors, to the extent the costs not paid by Association insurance, including the amount of any  
12 deductible under an Association insurance policy.

13  
14 (b) The Board of Directors shall give an Owner written notice and an opportunity to  
15 be heard before any determination by the Board under Subsection (a) of this section.

16  
17 (c) The amount determined by the Board under Subsection (a) of this section shall be  
18 an Assessment against the Dwelling and the Owner who caused or is responsible for the damage and is  
19 collectable as a Personal Assessment pursuant to Article 11 above.

20  
21 **12.10 Compliance Committee.**

22  
23 (a) Membership; Appointment. The Compliance Committee shall consist of three  
24 (3) Board members appointed by the Board President.

25  
26 (b) Duties. The Compliance Committee shall assist the Board of Directors in  
27 enforcing this Declaration, the Bylaws and Rules and Regulations as provided in a Resolution adopted by  
28 the Board. However, the CC has no authority to take enforcement action against an Owner, including,  
29 without limitation, any action specified under Section 12.2 above.

30  
31 (c) Operation of Committee; Limitations; Compensation. Unless inconsistent with  
32 this section, the provisions of Article 8 of the Bylaws apply to the Compliance Committee.

33  
34 **ARTICLE 13**  
35 **DAMAGE AND DESTRUCTION; CONDEMNATION**

36  
37 **13.1 Definitions.** As used in this article, the following terms have following meanings:

38  
39 (a) “Emergency Work” means work that the Board of Directors deems reasonably  
40 necessary to avoid further damage, destruction or substantial diminution in value to the Improvements  
41 and to reasonably protect the Owners from liability from the condition of the site.

42  
43 (b) “Major Damage or Destruction” means damage or destruction to any part of the  
44 Common Property or any building or other Improvement on Common Property for which the cost to  
45 Repair or Restore requires an Emergency Expenditure that is funded by a Special Assessment of Two  
46 Thousand Five Hundred Dollars (\$2500) or more imposed against each Dwelling under Section 11.10(c)  
47 above

48  
49 (c) “Repair or Restore” means restoring the Improvements to substantially the same  
50 condition in which they existed prior to the Major Damage or Destruction. Modification to conform to  
51 then applicable Legal Requirements or available means of construction may be made.

1           **13.2    Board Determination.**  
2

3           (a)     In the event of Major Damage or Destruction, as soon as practicable, but not later  
4 than forty-five (45) days after the date of the Major Damage or Destruction, the Board of Directors shall  
5 make the following determination:

6                   (1)     The nature and extent of the Major Damage or Destruction, together with  
7 an inventory of the Improvements and property directly affected.

8  
9                   (2)     An estimate of the cost to Repair and Restore the Major Damage or  
10 Destruction. If reasonably practicable, the estimate must be based on at least two (2) bids obtained from  
11 Persons licensed in accordance with any applicable laws.

12  
13                   (3)     The anticipated insurance proceeds, if any, that will be available from  
14 insurance covering the loss, based on the amount paid or initially offered by the insurer.

15  
16                   (4)     An estimate of the amount of any Emergency Expenditure based on the  
17 amount by which the estimated cost to Repair and Restore exceeds the anticipated insurance proceeds and  
18 funds available from a Reserve Account or other account described under Section 10.3 of the Bylaws.

19  
20                   (5)     A recommendation as to whether the Major Damage or Destruction  
21 should be repaired or restored.

22           (b)     In making the determination required under Subsection (a) of this section, the  
23 Board may consult (including paying for services) with such professionals the Board deems advisable.  
24

25           **13.3    Notice of Major Damage or Destruction; Notice of Special Meeting.** As soon as  
26 practicable, but not later than sixty (60) days after the date of the Major Damage or Destruction, the  
27 Board shall:  
28

29                   (a)     Notice of Major Damage or Destruction.     Provide each Owner a written notice  
30 summarizing the Board's determination made under Section 13.2 above.  
31

32                   (b)     Notice of Special Meeting.           Call a special meeting of Owners under Section  
33 3.2(b) of the Bylaws to consider the work to Repair or Restore. In addition to the requirements of Section  
34 3.3 of the Bylaws, the notice must include:  
35

36                           (1)     The estimated amount of any Special Assessment that may be levied  
37 against each Dwelling to fund the Emergency Expenditure.  
38

39                           (2)     That consideration of whether to Repair or Restore the Major Damage or  
40 Destruction specified in the Board's determination made under Section 13.2 above will be an item of  
41 business in the agenda of the meeting.  
42

43           **13.4    Action at Special Meeting.** At a special meeting called by the Board under Section 13.3  
44 above, a vote of the Owners holding at least seventy-five percent (75%) of the Voting Rights is required  
45 to avoid the Board initiating work to Repair and Restore the Major Damage or Destruction and the  
46 imposition of any Special Assessment under Section 13.5 below.  
47

48           **13.5    Repair and Restoration by Board.**  
49

50           (a)     Subject to Section 13.6 below, unless prior to the commencement of work to  
51 Repair and Restore, other than emergency work, the Owners decide not to Repair and Restore the Major  
52 Damage or Destruction under Section 13.4 above, as soon as practicable, but not later than one hundred

1 eighty (180) days of the notice provided under Section 13.3(a) above, the Board shall initiate work to  
2 Repair or Restore the Major Damage or Destruction in accordance with this section.  
3

4 (b) The Board has the authority to employ architects and attorneys, to advertise for  
5 bids, to let contracts to contractors and others, and to take such other action as is reasonably necessary to  
6 effectuate the repair and restoration.  
7

8 (c) The Board may not award any contract to Repair or Restore the Major Damage  
9 or Destruction under this article unless there are sufficient sums from insurance proceeds and, if required,  
10 other sources to fund the cost of the repair and restoration.  
11

12 (d) The Board shall use the available insurance proceeds. Any cost to Repair and  
13 Restore that is in excess of insurance proceeds or funds available from a Reserve Account or other  
14 account described under Section 10.3 of the Bylaws shall be assessed against all Dwellings as a Special  
15 Assessment in accordance with Article 11 above.  
16

17 **13.6 Commencement of Work: Emergency Work.**  
18

19 (a) Except for Emergency Work, no work to Repair or Restoration may be  
20 commenced until after the expiration of the notice period specified under Section 13.2 above and until  
21 after the conclusion of any special meeting held under Section 13.4 above.  
22

23 (b) Notwithstanding a decision by Owners not to Repair and Restore Major Damage  
24 and Destruction under Section 13.4 above, the Board may expend such insurance proceeds and funds  
25 available from a Reserve Account or other account described under Section 10.3 of the Bylaw the Board  
26 deems reasonably necessary for emergency work that may include, without limitation, removal of the  
27 damaged or destroyed buildings and clearing, filling and grading the real property.  
28

29 **13.7 Condemnation.** If any portion of the Common Property is made the subject matter of  
30 any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning  
31 authority:

32 (a) Notice of the proceeding or proposed acquisition shall promptly be given to each  
33 Owner and to each Mortgagee.  
34

35 (b) The Association shall represent the Owners in any condemnation proceeding or  
36 in negotiations, settlements and agreements with the condemning authority for acquisition of any portion  
37 of the Common Property and each Owner hereby appoints the Association to act as the Owner's attorney-  
38 in-fact for such purposes.  
39

40 (c) All compensation, damages or other proceeds of the taking of the Common  
41 Property shall be payable to the Association. Proceeds shall first be applied to restore or repair any  
42 remaining Common Property, including a structure on Common Property, which may be required to  
43 permit the continued enjoyment of the Common Property. Thereafter, the Association shall deposit such  
44 sums in the general operating fund or apply the sums as otherwise determined by the Board to be in the  
45 best interests of the Owner and the Association.  
46

47 **ARTICLE 14**  
48 **AMENDMENT AND DURATION**  
49

50 **14.1 Proposal of Amendments.** Amendments to the Declaration may only be proposed by  
51 either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the  
52 Voting Rights delivering the proposed amendment to the Board for presentation to the Owners. The

1 proposed amendment must be reduced to writing and included in the notice of any meeting at which  
2 action is to be taken on the proposed amendment or attached to any request for approval or consent to the  
3 proposed amendment.  
4

5 **14.2 Approval Required.** Except as otherwise provided in Section 14.3 below or by other  
6 provisions of this Declaration, this Declaration may be amended if the amendment is approved by Owners  
7 holding at least seventy-five percent (75%) of the Voting Rights of the Planned Community or any lesser  
8 percentage in excess of sixty percent (60%) if authorized by the Act.  
9

10 **14.3 Additional Approval Requirements.**

11  
12 (a) **Specific Amendments.** Unless the Owners of the affected Dwellings unanimously  
13 consent to the amendment, no amendment may change:

14  
15 (1) The boundaries of any Dwelling or the use to which any Dwelling is  
16 restricted under Section 8.1(a), 8.2 or 8.3 above.

17  
18 (2) The method of determining liability for Association Common Expenses  
19 or right to common profits under Section 11.8 above.

20  
21 (3) The method of determining Voting Rights for Association matters under  
22 Section 5.3 above.  
23

24 (b) **Consent of Successor Declarant.** As long as Successor Declarant own a Mountain  
25 Hill Estates Dwelling, no amendment to this Declaration is effective to curtail or eliminate Successor  
26 Declarant's development rights set forth in this Declaration without Successor Declarant's prior written  
27 consent in each instance.  
28

29 **14.4 Execution and Recording.** An amendment is not effective until the amendment is:

30  
31 (a) Executed and acknowledged by the president and secretary of the Association;  
32 (b) Certified by the president and secretary of the Association as being adopted in  
33 accordance with this Declaration and the applicable provisions of the Act; and  
34

35 (c) Recorded in the office of the recording officer of Jackson County, Oregon.  
36

37 **14.5 Duration.** This Declaration perpetually runs with the land and is and remains in full  
38 force and effect at all times with respect to all property in the Planned Community and the Owners.  
39

40 **ARTICLE 15**  
41 **GENERAL PROVISIONS**

42  
43 **15.1 Invalidity; Number; Construction; Captions.**

44  
45 (a) **Invalidity.** The invalidity of any part of this Declaration by judgment or court  
46 order does not impair or affect in any manner the validity, enforceability or effect of the balance of this  
47 Declaration.  
48

49 (b) **Number; Construction.** As used in this Declaration:

50  
51 (1) The singular includes the plural and the plural the singular, as the context  
52 requires.

1  
2 (2) "May not" and "shall not" are equivalent expressions of an absolute  
3 prohibition.

4  
5 (3) "Violate" includes failure to comply.

6  
7 (4) The masculine, feminine and neuter each include the masculine,  
8 feminine and neuter, as the context requires.

9  
10 (c) Captions. All captions used in this Declaration are intended solely for  
11 convenience of reference and in no way limit any of the provisions of this Declaration.

12  
13 (d) Exhibits. The exhibits referred to in this Declaration are incorporated by  
14 reference as though fully set forth where the reference is made.

15  
16 (e) Liberal Construction. This Declaration shall be construed liberally to give effect  
17 to the entire document.

18  
19 **15.2 Waiver, Precedent and Estoppel.** No restriction, condition, obligation or provision  
20 contained in this Declaration, the Bylaws or Rules and Regulations may be deemed to have been  
21 abrogated or waived by the Association or any Owner by reason of any failure to enforce the same,  
22 irrespective of the number of violations or breaches thereof which may occur and any failure to enforce  
23 the same may not be deemed to constitute precedent or estoppel impairing the right of the Association or  
24 Owner as to any similar matter.

25  
26 **15.3 Request for Approval of Mortgagees.** Any Mortgagee that receives a written request to  
27 approve amendments to the Declaration or Bylaws, or any other action to be taken by the Board of  
28 Directors, the Association or Owners, is considered to have given the approval unless the Mortgagee  
29 delivers or posts a negative response within sixty (60) days after receipt of the request.

30  
31  
32 **15.4 Conflicts.**

33  
34 (a) Subject to ORS 94.770, if a conflict arises between or among the provisions of  
35 this Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations, the provisions  
36 of the Declaration are paramount to those of the Articles, the Bylaws, and the Rules and Regulations; the  
37 Articles of Incorporation are paramount to the Bylaws and the Rules and Regulations and those of the  
38 Bylaws are paramount to the Rules and Regulations, except to the extent the Declaration, Bylaws and  
39 Articles of Incorporation are inconsistent with the Act.

40  
41 (b) To the extent any applicable governmental law, ordinance, rule or regulation  
42 conflicts with any provision of this Declaration, the more restrictive standard controls.

43  
44  
45  
46  
47  
48 **ARTICLE 16**  
49 **SUCCESSOR DECLARANT RIGHTS**

50  
51 Notwithstanding any other provision of this Declaration or the Bylaws, pursuant to the Initial  
52 Declaration and Initial Bylaws, Successor Declarant has the rights specified in this article.



1  
2           **16.1    Development Plan of Mountain Hill Estates.** Successor Declarant is undertaking the  
3 work of developing Platted Lots and constructing Dwellings and incidental improvements upon Mountain  
4 Hill Estates which will be the Successor Declarant's final phase of Mountain Meadows. Successor  
5 Declarant have the right to do so subject only to applicable Legal Requirements. There is no limitation on  
6 the number of Dwellings that Successor Declarant may include in Mountain Hill Estates other than any  
7 limitations of applicable State and local land use laws and regulations. Mountain Hill Estates is already a  
8 part of Mountain Meadows and therefore does not require the filing of any supplemental declaration  
9 annexing it to the Planned Community. Each purchaser or Owner, their heirs, successors and assigns, and  
10 all claiming under or through such purchaser or Owner, by virtue of purchasing a Dwelling subject to this  
11 Declaration, hereby forever releases Declarant, Successor Declarant, the Association, and each of them  
12 and agree to indemnify and hold harmless Declarant, Successor Declarant and the Association from any  
13 and all liability for damage or injury to any person, property or intangible right or interest, or loss of any  
14 kind whatsoever, which occurs on any part of the Property, whether upon the Common Areas, or upon  
15 any Platted Lot.

16  
17           **16.2    Special Development Rights.** To facilitate the development and completion of Mountain  
18 Hill Estates, Successor Declarant and its agents:

19  
20           (a)       Have reasonable access over and across the Common Property as reasonably  
21 necessary in connection with the completion of development work, including the sale or lease of all new  
22 lots and Dwellings in Mountain Hill Estates.

23  
24           (b)       Have the right to install and extend utilities over, across and under Common  
25 Property and the authority to restrict access to portions of the Common Property as reasonably necessary  
26 to perform the work.

27  
28           (c)       Successor Declarant may use any unsold Dwellings owned by Successor  
29 Declarant as a temporary overnight residence and for promotional purposes in connection with its sales  
30 program. Successor Declarant shall have the right and easement to enter upon; use and enjoy and  
31 designate and permit others (including without limitation, Successor Declarant's agents, employees,  
32 representatives, contractors and prospective purchasers and lenders) to enter upon, use and enjoy the  
33 Common Property, including but not limited to, all streets, sidewalks, parking areas and open areas, for  
34 common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from  
35 the Common Property for the purpose of completing improvements thereon or for the performance of  
36 necessary repair work and for entry onto adjacent property in connection with the development of  
37 Mountain Hill Estates; provided, however, that the exercise of such right and easement shall not  
38 unreasonably interfere with the reasonable use and enjoyment of the Common Property by the Owners  
39 and Occupants .

40  
41  
42           **16.3    Application of Other Provisions of this Declaration.**

43  
44           (a)       Architectural and Landscaping Requirements and Review. The development of  
45 Mountain Hill Estates is not subject to architectural and landscaping requirements and review under the  
46 Declaration Section 9 unless there are fewer than 10 Dwellings in Mountain Hill Estates.

47  
48           (b)       Commence of Assessments. Mountain Hill Estates Dwellings are not subject to  
49 Assessments for Common Expenses under this Declaration until first occupancy or upon first sale to the  
50 initial Owner, whichever occurs first.

1 (c) Other Provisions. Any provisions of this Declaration or the Bylaws that are  
2 inconsistent with any right of the Successor Declarant under Article 16 do not apply to Mountain Hill  
3 Estates or activity of Successor Declarant relating to Mountain Hill Estates.  
4

5 **16.4 Effect of this Declaration.** Nothing in this Declaration or the Bylaws is intended to  
6 eliminate or negatively affect any right of Successor Declarant under the Initial Declaration or Initial  
7 Bylaws with respect to development or use of Mountain Hill Estates, and the Initial Declaration and  
8 Bylaws shall be controlling in the event of any conflict with this Declaration and Bylaws as to such  
9 development rights of Successor Declarant.

**MOUNTAIN MEADOWS PLANNED  
COMMUNITY,  
an Oregon nonprofit corporation**

By: Lola M. Egan  
Lola Egan, President

By: Nancy Schlangen  
Nancy Schlangen, Secretary

**Exhibits A-E**  
**2016 AMENDED AND RESTATED**  
**DECLARATION**

**MOUNTAIN MEADOWS PLANNED COMMUNITY**

**EXHIBIT A  
AMENDMENTS AND SUPPLEMENTS TO  
INITIAL DECLARATION AND INITIAL BYLAWS**

The following amendments and supplements to Initial Declaration are recorded in the Records of Jackson County, Oregon:

Supplemental Declaration of the Mountain Meadows Owners' Association recorded July 27, 1998 as Document No. 98-34427.

Supplemental Declaration "B" to the Mountain Meadows Owners' Association recorded July 19, 2007 as Document No. 2000-29924.

Amendment to the Declaration for the Mountain Meadows Owner's Association, an Oregon nonprofit Mutual Benefit Corporation recorded December 30, 2002 as Document No. 2002-69433.

Amendment to the Declaration for the Mountain Meadows Owners' Association, an Oregon nonprofit Mutual Benefit Corporation recorded February 9, 2004 as Document No. 2004-051601.

Amendment to the Declaration for the Mountain Meadows Owners' Association, an Oregon nonprofit Mutual Benefit Corporation recorded May 3, 2005 as Document No. 2005-025659.

Amendment to the Declaration of Covenants, Conditions and Restrictions for Mountain Meadows recorded October 1, 2008 as Document No. 2008-036459.

The Initial Bylaws were amended by the following documents recorded in the Records of Jackson County, Oregon:

Bylaws Amendment Number One of Mountain Meadows Owners' Association recorded, July 19, 2000 as Document No. 2000-29923.

Amendment to Exhibit "C" to the Mountain Meadows Declaration the Bylaws for the Mountain Meadows Owners' Association recorded May 25, 2006 as Document No. 2006-027237.

Amendment to Exhibit "C" to the Mountain Meadows Declaration the Bylaws for the Mountain Meadows Owners' Association recorded February 5, 2009 as Document No. 2009-003842.

**EXHIBIT B  
PROPERTY IN PLANNED COMMUNITY**

**The following property located in the City of Ashland, Jackson County, Oregon:**

**Mountain Meadows Subdivision Phase 1** recorded November 9, 1995 in Vol. 20, Page 58, Plat Records of Jackson County, Oregon.

**Mountain Meadows Subdivision Phase 2** recorded June 5, 1996 in Vol. 21, Page 22, Plat Records of Jackson County, Oregon, **EXCEPT:**

Lot 56 Mountain Meadows Subdivision Phase 2.

Property described in Exhibits A, B, C, D and E to Supplemental Declaration of the Mountain Meadows Owners' Association recorded July 27, 1998 as Document No. 98-34427 Records of Jackson County, Oregon.

Property described in Exhibit A to Supplemental Declaration "B" to the Mountain Meadows Owners' Association recorded July 19, 2007 as Document No. 2000-29924, Records of Jackson County, Oregon.

**CONDOMINIUMS WITHIN PLANNED COMMUNITY**

The following Condominiums are located within the above described property:

**Mountain Meadows Hillside Condominium**

*Declaration of the Mountain Meadows Hillside Condominium Association* recorded May 12, 1997 as Document No. 97-16498.

*Bylaws of Mountain Meadows Hillside Condominium Association* recorded May 12, 1997 as Document 97-16499.

*Plat of Mountain Meadows Hillside Condominium* recorded May 12, 1997 in Vol. 22, Page 11, Plat Records.

*Supplemental Declaration for Stages 2 and 3 of the Mountain Meadows Hillside Condominium Association* recorded July 28, 1997 as Document No. 97-27997.

*Plat of Mountain Meadows Hillside Condominium, Stage 2* recorded July 28, 1997 in Vol. 22, Page 18, Plat Records.

*Plat of Mountain Meadows Hillside Condominium, Stage 3* recorded July 28, 1997 in Vol. 22, Page 19, Plat Records.

*Supplemental Declaration for Stages 4 of the Mountain Meadows Hillside Condominium Association* recorded September 8, 1997 as Document No. 97-33317.

*Plat of Mountain Meadows Hillside Condominium, Stage 4* recorded September 8, 1997 in Vol. 22, Page 23, Plat Records.

**Mountain Meadows Parkside Condominium**

*Declaration of the Mountain Meadows Parkside Condominium Association* recorded July 30, 1998 as Document No. 98-35222.

*Bylaws of Mountain Meadows Parkside Condominium Association* recorded July 30, 1998 as Document No. 98-35221.

*Plat of Mountain Meadows Parkside Condominium, Stage 1* recorded July 30, 1998 as in Vol. 24, Page 30, Plat Records.

*Supplemental Declaration Submitting Stage Two of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act* recorded November 10, 1999 as Document No. 99-56600.

*Plat of Mountain Meadows Parkside Condominium, Stage 2* recorded November 10, 1999 in Vol. 24, Page 30, Plat Records.

*Supplemental Declaration Submitting Stage Three of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act* recorded April 27, 2000 as Document No. 00-17711.

*Plat of Mountain Meadows Parkside Condominium, Stage 3* recorded April 27, 2000 in Vol. 26, Page 15, Plat Records.

*Supplemental Declaration Submitting Stage Four of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act* recorded April 16, 2001 as Document No. 2001-16298.

*Plat of Mountain Meadows Parkside Condominium, Stage 4* recorded April 16, 2001 in Vol. 27, Page 20, Plat Records.

#### **Mountain Meadows Plum Ridge Condominium**

*Declaration of Condominium Ownership for Mountain Meadows Plum Ridge Condominium* recorded December 20, 2000 as Document No. 2000-51302

*Bylaws of Mountain Meadows Plum Ridge Condominium Association* recorded December 20, 2000 as Document 2000-51303.

*Plat of Mountain Meadows Plum Ridge Condominium, Stage 1* recorded December 20, 2000 in Vol. 26, Page 50, Plat Records.

*Supplemental Declaration Submitting Stage Two of Mountain Meadows Plum Ridge Condominium to the Oregon Condominium Act* recorded February 7, 2001 as Document No. 01-04890.

*Plat of Mountain Meadows Plum Ridge Condominium, Stage 2* recorded February 7, 2001 in Vol. 27, Page 7, Plat Records.

#### **The Pavilion Condominium**

*Declaration of The Pavilion Condominium* recorded October 9, 2002 as Document No. 02-53731.

*Bylaws of The Pavilion Condominium Association* recorded October 9, 2002 as Document No. 02-53732.

*Plat of The Pavilion Condominium* recorded October 9, 2002 Vol. 28, Page 51, Plat Records.

**EXHIBIT C  
COMMUNITY GARDEN LEASE**

**Legal Description of the Property  
(Exhibit A to Community Garden Lease)**

Commencing at a found 5/8 inch iron pin monumenting the Northeast corner of Lot 17, Mountain Meadows Subdivision, Phase 1, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the East line of said Subdivision, North 00°03'35" West, 185.71 feet to **the true point of beginning**; thence North 40°27'34" East, 76.21 feet; thence North 48°52'03" East, 47.78 feet; thence North 59°19'23" East, 9.38 feet; thence North 73° 44'24" East, 7.15 feet; thence North 83° 23'29" East, 9.18 feet; thence South 89°23'31" East, 35.22 feet; thence North 85°21'30" East, 21.06 feet; thence North 67°05'37" East, 24.75 feet; thence North 52°31'45" East, 43.70 feet; thence North 49°08'15" East, 42.67 feet; thence North 44°27'08" East, 49.72 feet; thence North 41°26'45" East, 30.22 feet; thence North 34°12'04" East, 40.55 feet; thence North 56°31'57" West, 20.60 feet; thence North 71°59'02" West, 28.86 feet; thence South 40°17'06" West, 16.35 feet; thence South 20°15'45" West, 8.10 feet; thence South 12°23'37" West, 8.74 feet; thence South 04°40'51" West, 19.76 feet; thence South 14°11'18" West, 7.98 feet; thence South 23°35'31" West, 7.47 feet; thence South 34°08'19" West, 9.21 feet; thence South 41°44'20" West, 8.63 feet; thence South 52°00'22" West, 8.52 feet; thence South 66°01'36" West, 8.24 feet; thence South 75°59'40" West, 8.98 feet; thence South 89°23'35" West, 9.02 feet; thence North 85°28'51" West, 19.29 feet; thence South 79°43'30" West, 13.05 feet; thence South 47°18'15" West, 27.42 feet; thence South 75°58'58" West, 54.52 feet; thence South 67°30'47" West, 59.87 feet; thence South 63°18'30" West, 22.31 feet; thence South 51°13'53" West, 21.67 feet; thence South 43°56'43" West, 20.19 feet; thence Southwesterly, 12.75 feet, more or less, to a found 5/8 inch iron pin witness corner on the East line of said Subdivision; thence along said East line, South 00°03'35" East, 91.20 feet to the true point of beginning.

*Containing 19587 square feet, more or less.*

**Legal Description Roadway  
(Exhibit B to Community Garden Lease)**

Together with a nonexclusive leasehold access easement over the dirt road as specified in the Lease Agreement described as follows:

Beginning at a found 5/8 inch iron pin monumenting the Northeast corner of Lot 17, Mountain Meadows Subdivision, Phase 1, according to the official plat thereof, now of record, in Jackson County, Oregon, thence North 43°01'24" East, 42.57 feet;  
thence North 26°58'13" East 23.68 feet; thence North 33°57'18" East, 24.97 feet;  
thence North 12°36'39" West, 25.91 feet; thence North 18°45'48" West, 49.76 feet;  
thence North 00°03'35" West, 27.59 feet; thence North 20°41'42" East, 22.26 feet;  
thence North 37°44'11" East, 33.02 feet; thence North 44°09'22" East, 29.32 feet;  
thence North 56°24'52" East, 26.12 feet; thence North 68°46'31" East, 20.07 feet;  
thence North 86°26'12" East 49.19 feet; thence North 75°46'10" East, 26.71 feet;  
thence North 58°49'21" East, 48.14 feet; thence North 48°40'14" East, 18.79 feet;  
thence North 46°31'25" East, 51.04 feet; thence North 42° 33'41" East, 54.20 feet;  
thence North 39°30'15" East, 42.45 feet; thence North 32°00'55" East, 55.49 feet;  
thence North 23°18'36" East, 23.85 feet; thence North 56°14'44" West, 28.98 feet;  
thence South 82°19'38" West, 19.09 feet; thence South 32°16'01" West, 13.75 feet;  
thence South 61°58'04" West, 12.13 feet; thence South 81°31'21" West, 16.12 feet;  
thence South 39°37'29" West, 27.49 feet; thence South 71°59'02" East, 28.86 feet;

thence South 56°31'57" East, 20.60 feet; thence South 34°12'04" West, 40.55 feet; thence South 41°26'45" West, 30.22 feet; thence South 44°27'08" West, 49.72 feet; thence South 49°08'15" West, 42.67 feet; thence South 52°31'45" West, 43.70 feet; thence South 67°05'37" West, 24.75 feet; thence South 85°21'30" West, 21.06 feet; thence North 89°23'31" West, 35.22 feet; thence South 83°23'29" West, 9.18 feet; thence South 73°44'24" West, 7.15 feet; thence South 59°19'23" West, 9.38 feet; thence South 48°52'03" West, 47.78 feet; thence South 40°27'34" West, 76.21 feet to the East line of said Subdivision; thence along said East line, South 00°03'35" East, 60.87 feet to the Northeast corner of Lot 18 of said Phase 1; thence North 80°15'24" East, 12.76 feet; thence South 22°53'46" East, 6.32 feet; thence South 11°25'33" East, 38.15 feet; thence South 09°14'52" West, 33.52 feet; thence South 55°52'40" West, 11.67 feet; thence South 67°08'57" West, 8.10 feet to the Southeast corner of said Lot 18; thence along the East line of said Phase 1, South 00°03'35" East, 41.00 feet to the point of beginning.

*Containing 13200 square feet, more or less*



**EXHIBIT D  
SINGLE-FAMILY LOTS**

Lot 32, 33, 34, 35, 36, 37, 49, 50, 51, 52, 53, 54 and 55, **Mountain Meadows Subdivision Phase 2** recorded June 5, 1996 in Vol. 21, Page 22, Plat Records, Jackson County, Oregon.

Lots 1 through 24, **Mountain Meadows Subdivision Phase 1** recorded November 9, 1995 in Vol. 20, Page 58, Plat Records, Jackson County, Oregon.

Lots 1 through 21, **Great Oaks Subdivision at Mountain Meadows** recorded August 19, 1998 in Vol. 24, Page 34, Plat Records, Jackson County, Oregon.

Lots 1, 2, 4, 5, 6, 7 and 8, **Plum Ridge Subdivision** recorded July 19, 2000 in Vol. 26, Page 24, Plat Records, Jackson County, Oregon.

Parcels 1, 2 and 3, **Partition Plat P-48-99** recorded August 17, 1999 in Vol. 10, Page 48, Record of Partition Plats, Jackson County, Oregon.

Parcels 1 and 2, **Partition Plat P-13-2000** recorded March 1, 2000, in Vol. 11, Page 13, Record of Partition Plats, Jackson County, Oregon.

Parcel 1, and 2, **Partition Plat P-39-2004** recorded June 25, 2004 in Vol. 15, Page 39, Record of Partition Plats, Jackson County, Oregon.

**EXHIBIT E  
COMMON PROPERTY**

Common Property includes property conveyed to the Association by the deeds set forth below.

**Deed recorded June 27, 2001 as Document No. 01-29717, Records of Jackson County, Oregon:**

TRACT A: Lots Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30) and Thirty-one (31) in MOUNTAIN MEADOWS SUBDIVISION, PHASE 1 in the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record.

TRACT B: Beginning at the northwest corner of Lot Twenty-five (25) in MOUNTAIN MEADOWS SUBDIVISION, PHASE 1 in the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record; thence North 00°03'33" East, along the east line of North Mountain Avenue, 84 26 feet to the southwest corner of Lot Twenty-seven (27) in said subdivision; thence North 28°03'12" East, along the southerly line thereof, 107.76 feet to a 5/8" iron pin; thence North 53°47'30" East, along said southerly line, 112.28 feet to the southeast corner of said lot; thence South 27°08'25" East, along the westerly line of Meadowlark Way, 191 53 feet to the northeast corner of Lot Twenty-five (25); thence South 62°23'26" West, along the northerly line thereof, 126 59 feet to a 5/8" iron pin; thence South 81°54' 23" West, along said northerly line, 120.00 feet to the Point of Beginning.

**Deed recorded June 29, 2001 as Document No. 01-30115, Records of Jackson County, Oregon:**

Parcel No. Two (2) of Partition Plat recorded March 23, 1999, as Partition Plat No. P-14-1999 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey No. 16080 in the Office of the County, Surveyor.

**Deed recorded February 28, 2002 as Document No. 02-10563, Records of Jackson County, Oregon:**

Unit One (1) of MOUNTAIN MEADOWS PARKSIDE CONDOMINIUMS, STAGE 4, in the city of Ashland, Jackson County, Oregon, according to the official plat thereof, recorded April 16, 2001 in Vol. 27, Page 20, Plat Records, as set forth in Declaration of Mountain Meadows Parkside Condominium Association, recorded July 30, 1998 as No. 98-35222, Official Records; and Supplemental Declarations thereto recorded November 10, 1999 as No. 99-56600, recorded April 27, 2000 as No. 00-17711, recorded April 16, 2001 as No. 01-16298, Official Records, together with those limited common elements appurtenant to said Unit as set forth in said declaration, and together with an undivided fractional ownership of the general common elements of said Condominium as set forth in the said Declaration and in any subsequent amendments thereto as appurtenant to said Unit.

**Deed recorded March 25, 2002 as Document No. 02-10544, Records of Jackson County, Oregon:**

The open space in GREAT OAKS SUBDIVISION AT MOUNTAIN MEADOWS, A Planned Community in the City of Ashland, Jackson County, Oregon, according to the official plat thereof, no of record.

SUPPLEMENTAL DECLARATION OF  
THE MOUNTAIN MEADOWS OWNERS' ASSOCIATION

THIS DECLARATION, to be effective upon its recording in Jackson County, Oregon, is made and executed this 24th day of JULY, 1998, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

Declarant has created subdivisions known as MOUNTAIN MEADOW PHASE ONE and MOUNTAIN MEADOWS PHASE TWO, all in the City of Ashland, Jackson County, State of Oregon ( the "Property" ). The Declarant and the Lot Owners own all of the Lots which make up the Property. Declarant intends to annex additional phases to the Property and include in the total project single-family residential homes, cottages, condominium units, rental apartments, and assisted living facility, a residential care facility, a clubhouse, guest accommodations, office and retail facilities. Declarant created an Owners' Association to operate Mountain Meadows ( the "Mountain Meadows Owners' Association") as a retirement community providing facilities and services for seniors as described in the Declaration for Mountain Meadows.

On July 25, 1996, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Mountain Meadows Owners' Association dated July 25, 1996, in the real estate records of Jackson County, Oregon, at Fee number 96-24900 (the "Declaration" ). The Declaration applied to the Property and provided that the Declarant may annex additional property into the Mountain Meadows Owners' Association by means of a supplemental declaration.

Concurrently herewith, Declarant is creating a fee title Condominium for seniors to be known as Mountain Meadows Parkside Condominium in the City of Ashland, Jackson County, Oregon on the real property described on the attached Exhibit A. Such real property including all improvements located thereon is hereby annexed into the Mountain Meadows Owners' Association and is hereby made subject to the covenants, conditions and restrictions contained in the original Declaration, including but not limited to, voting and allocation of common expenses.

Declarant is the owner of the real property described on the attached Exhibit "B" and the attached Exhibit "C"; Hunter and Madeline Hill own the real property described on the attached Exhibit "D", and Donald S. Moore and Truate Maria Moore own the real property described on Exhibit "E". Such real property including all improvements located thereon is hereby annexed into the Mountain Meadows Owners' Association and is hereby made subject to the covenants, conditions and restrictions contained in the original Declaration, including but not limited to, voting and allocation of common expenses.

The capitalized terms used in this Supplemental Declaration have the same definitions as in the Mountain Meadows Owners' Association Declaration unless defined herein otherwise.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 24th day of JULY, 1998.

MOUNTAIN MEADOWS L.L.C., an Oregon limited liability company, by its manager, Hill Associates, Inc.

By: Madelaine Hill  
Its: President

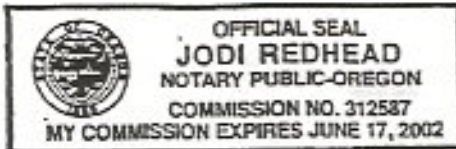
STATE OF OREGON        )  
  ) ss.  
County of Jackson     )

The foregoing instrument was acknowledged before me this 24th day of JULY, 1998, by MADLINE HILL, the President Hill Associates, Inc., an Oregon corporation and the Manager of Mountain Meadows, L.L.C., an Oregon limited liability company, on behalf of the limited liability company. AS TO EXHIBITS "A", "B", & "C" attached hereto and made a part hereof.

Jodi Redhead  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-17-2002



IN WITNESS WHEREOF, Declarant has caused this SUPPLEMENTAL DECLARATION to be executed this 24th day of July, 1998.



*Hunter S. Hill*  
HUNTER S. HILL  
*Madeline Hill*  
MADELINE HILL

STATE OF OREGON,

County of Jackson } ss.

BE IT REMEMBERED, That on this 24th day of JULY, 1998, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named HUNTER S. HILL AND MADELINE HILL

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

As to Exhibit "D", attached hereto and made a part hereof.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Expires: 6-17-2002

*Jodi Redhead*  
Notary Public for Oregon  
My commission expires 6-17-2002

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 24th day of July, 1998.

*Donald S. Moore*  
*By Gregg D. Moore Attorney in Fact*  
DONALD S. MOORE, trustee  
BY: GREGG D. MOORE, his  
Attorney in Fact  
*Truate M. Moore*  
*By Gregg D. Moore Attorney in Fact*  
TRUATE MARIA MOORE, trustee  
BY: GREGG D. MOORE, her  
Attorney in Fact

STATE OF OREGON  
COUNTY OF JACKSON

On this the 24TH day of JULY, 1998, personally appeared GREGG D. MOORE who, being duly sworn (or affirmed) did say that HE is the attorney in fact for DONALD S. MOORE AND TRUATE MARIA MOORE, AKA TRUATE M. MOORE, trustees of the DONALD S. MOORE AND TRUATE MARIA MOORE INTER-VIVOS REVOCABLE TRUST, amended and restated September 1, 1983 and that HE executed the foregoing instrument by authority of and in behalf of said principal; and HE acknowledged said instrument to be the act and deed of said principal.

As to Exhibit "E", attached hereto and made a part hereof.

*[Signature]*  
Notary Public for Oregon  
My commission expires 11/12/99





L.J. FRIAR AND ASSOCIATES

CONSULTING LAND SURVEYORS

58 WEST 24th STREET  
MEDFORD, OREGON 97504LARRY J. FRIAR  
JAMES E. KIRBYPHONE/FAX  
541-751-0782

## LEGAL DESCRIPTION

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North  $72^{\circ}15'04''$  East, 151.36 feet; thence North  $00^{\circ}03'35''$  West, 23.00 feet to the INITIAL POINT OF BEGINNING; thence continue North  $00^{\circ}03'35''$  West, 30.80 feet; thence South  $89^{\circ}56'25''$  West, 0.40 feet; thence North  $00^{\circ}03'35''$  West, 60.36 feet; thence North  $89^{\circ}56'25''$  East, 0.40 feet; thence North  $00^{\circ}03'35''$  West, 32.58 feet; thence North  $89^{\circ}56'25''$  East, 120.74 feet; thence North  $00^{\circ}03'35''$  West, 3.52 feet; thence North  $89^{\circ}56'25''$  East, 9.10 feet; thence South  $00^{\circ}03'35''$  East, 3.52 feet; thence North  $89^{\circ}56'25''$  East, 57.49 feet to intersect the East line of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along said East line, South  $00^{\circ}03'35''$  East, 87.00 feet to the Northeast corner of said PHASE 1; thence along the Northerly line thereof, South  $72^{\circ}15'04''$  West, 196.63 feet; thence North  $00^{\circ}03'35''$  West, 23.00 feet to the INITIAL POINT OF BEGINNING. Containing 21960 square feet, more or less.

TOGETHER WITH an temporary easement for ingress-egress to Mountain Meadows Drive, said strip being 12 feet in width lying 6 feet on either side of the following described centerline:

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North  $72^{\circ}15'04''$  East, 151.36 feet; thence North  $00^{\circ}03'35''$  West, 23.00 feet; thence continue North  $00^{\circ}03'35''$  West, 30.80 feet; thence South  $89^{\circ}56'25''$  West, 0.40 feet; thence North  $00^{\circ}03'35''$  West, 47.30 feet to the line point of beginning; thence South  $85^{\circ}15'09''$  West, 55.09 feet; thence along the arc of a 50.00 foot radius curve to the right having a central angle of  $04^{\circ}38'44''$ , a distance of 4.05 feet (the long chord of which bears South  $87^{\circ}35'01''$  West, 4.05 feet); thence South  $89^{\circ}54'22''$  West, 9.31 feet; thence along the arc of a 26.00 foot radius curve to the left having a central angle of  $90^{\circ}02'02''$ , a distance of 40.86 feet (the long chord of which bears South  $44^{\circ}55'23''$  West, 36.78 feet); thence South  $00^{\circ}03'36''$  East, 59.76 feet; thence along the arc of a 26.00 foot radius curve to the right having a central angle of  $90^{\circ}02'02''$ , a distance of 40.86 feet (the long chord of which bears South  $44^{\circ}55'23''$  West, 36.78 feet); thence South  $89^{\circ}54'22''$  West, 9.26 feet to the Easterly line of Mountain Meadows Drive and the point of terminus. The side lines of the said strip shall be extended or shortened to intersect the Easterly line of Mountain Meadows Drive and the Westerly line of the above first described tract.

Said easement to be extinguished when subsequent Stages are recorded in the Office of the Jackson County Recorder.

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM, STAGE 1

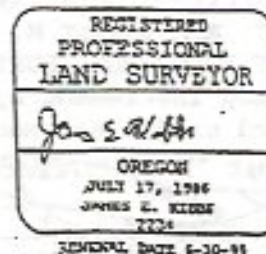
Mountain Meadows, L.L.C.

97-253

July 10, 1998

7/24/98

Exhibit "A"





L.J. FRIAR AND ASSOCIATES

CONSULTING LAND SURVEYORS

816 WEST 8TH STREET  
MEDFORD, OREGON 97501LARRY J. FRIAR  
JAMES E. HIBBSPHONE/FAX  
541-775-2782

## LEGAL DESCRIPTION

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North  $72^{\circ}15'04''$  East, 347.99 feet to the Northeast corner thereof; thence along the East line of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon, North  $00^{\circ}03'35''$  West, 505.16 feet to the Southeast corner of Lot 56, of MOUNTAIN MEADOWS SUBDIVISION, PHASE 2, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the South line thereof, North  $68^{\circ}47'48''$  West, 193.62 feet to the Northeast corner of Skylark Place; thence along the right-of-way of said Skylark place, South  $21^{\circ}12'12''$  West, 41.00 feet; thence North  $68^{\circ}47'48''$  West, 50.00 feet; thence along the arc of a 20 foot radius curve to the left having a central angle of  $90^{\circ}00'00''$ , a distance of 31.42 feet (the long chord of which bears South  $66^{\circ}12'12''$  West, 28.28 feet) to the Easterly right-of-way of Mountain Meadows Drive; thence along said Easterly line, South  $21^{\circ}12'12''$  West, 105.74 feet; thence along the arc of a 20 foot radius curve to the left having a central angle of  $92^{\circ}19'58''$ , a distance 32.23 feet (the long chord of which bears South  $24^{\circ}57'47''$  East, 28.85 feet); thence South  $23^{\circ}28'19''$  West, 41.13 feet; thence along the arc of a 20 foot radius curve to the left having a central angle of  $87^{\circ}40'02''$ , a distance of 30.60 feet (the long chord of which bears South  $65^{\circ}02'13''$  West, 27.70 feet); thence South  $21^{\circ}12'12''$  West, 25.62 feet; thence South  $19^{\circ}33'11''$  West, 115.62 feet; thence along the arc of a 99.50 foot radius curve to the left having a central angle of  $60^{\circ}40'57''$ , a distance of 105.38 feet (the long chord of which bears South  $10^{\circ}47'18''$  East, 100.52 feet); thence South  $41^{\circ}07'46''$  East, 39.74 feet; thence along the arc of a 120.50 foot radius curve to the right having a central angle of  $26^{\circ}53'12''$ , a distance of 56.54 feet (the long chord of which bears South  $27^{\circ}41'10''$  East, 56.03 feet); thence South  $14^{\circ}14'34''$  East, 9.48 feet; thence along the arc of a 210.00 foot radius curve to the right having a central angle of  $43^{\circ}47'31''$ , a distance of 160.51 feet (the long chord of which bears South  $07^{\circ}39'11''$  West, 156.63 feet) to the point of beginning.

EXTERIOR OF PARTITION  
Mountain Meadows, L.L.C.  
97-253  
March 19, 1998

7/24/98

Exhibit "B"



Supplemental Declaration to Muntain Meadows Owners' Association



L.J. FRIAR AND ASSOCIATES

CONSULTING LAND SURVEYORS

516 WEST 8TH STREET  
MEDFORD, OREGON 97501LARRY J. FRIAR  
JAMES E. HIBBS

LEGAL DESCRIPTION

PHONE/FAX  
541-772-2762

Beginning at Southwesterly corner of Lot 27 of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A Planned Community, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the Southerly line of said Lot 27, North  $28^{\circ}03'12''$  East, 107.76 feet; thence North  $53^{\circ}47'30''$  East, 112.28 feet to the Westerly line of Meadowlark Way; thence along said Westerly line, South  $27^{\circ}08'25''$  East, 191.53 feet to the Northeasterly corner of Lot 25, said PHASE 1; thence along the Northerly line of said Lot 25, South  $62^{\circ}23'26''$  West, 126.59 feet; thence South  $81^{\circ}54'23''$  West, 117.73 feet to the East line of North Mountain Avenue; thence along said East line, North  $00^{\circ}03'33''$  East, 84.26 feet to the point of beginning. Containing 33842 square feet, more or less.

39-1E-04-DA, TL #100  
PHASE 1 REMAINDER TRACT  
Mountain Meadows LLC  
July 8, 1998  
95-161



Exhibit "C"

7/24/98 Supplemental Declaration to Mountain Meadows Owners' Association





L.J. FRIAR AND ASSOCIATES

CONSULTING LAND SURVEYORS

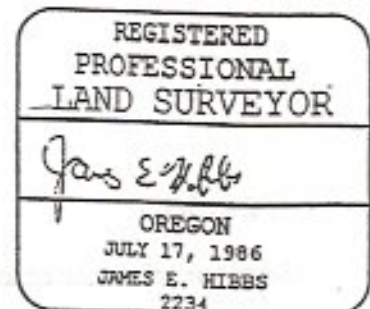
816 WEST 8TH STREET  
MEDFORD, OREGON 97501LARRY J. FRIAR  
JAMES E. HIBBS

LEGAL DESCRIPTION

PHONE/FAX  
541-772-2782

Beginning at Southwest corner of Lot 56 of MOUNTAIN MEADOWS SUBDIVISION, PHASE 2, A Planned Community, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the South line of said Lot 56, South  $68^{\circ}47'48''$  East, 190.46 feet to the Northwest corner of Skylark Place; thence along the right-of-way of said Skylark Place, South  $21^{\circ}12'12''$  West, 41.00 feet; thence South  $68^{\circ}47'48''$  East, 50.00 feet to the beginning of a 20.00 foot radius curve to the right having a central angle of  $90^{\circ}00'00''$ , a distance of 31.415 feet (the long chord of which bears South  $23^{\circ}47'48''$  East, 28.28 feet) to the Westerly line of Mountain Meadows Drive; thence along said Westerly line, South  $21^{\circ}12'12''$  West, 173.84 feet to the beginning of a 20.00 foot radius curve to the right having a central angle of  $87^{\circ}40'02''$ , a distance of 30.60 feet (the long chord of which bears South  $65^{\circ}02'13''$  West, 27.70 feet) to the Northerly line of Fair Oaks Avenue; thence along said Northerly line, North  $71^{\circ}07'46''$  West, 122.90 feet to the beginning of a 495.73 foot radius curve to the left having a central angle of  $07^{\circ}22'03''$ , a distance of 63.75 feet (the long chord of which bears North  $74^{\circ}48'48''$  West, 63.70 feet) to the beginning of a 20.00 foot radius curve to the right having a central angle of  $88^{\circ}09'51''$ , a distance of 30.78 feet (the long chord of which bears North  $34^{\circ}24'54''$  West, 27.83 feet) to the Easterly line of Relocated North Mountain Avenue as described in Volume 539, Page 64, Jackson County Deed Records; thence along said Easterly line, North  $09^{\circ}40'01''$  East, 39.82 feet; thence North  $14^{\circ}16'06''$  East, 197.68 feet; thence North  $19^{\circ}58'44''$  East, 15.54 feet to the point of beginning. Containing 60679 square feet, more or less.

391E04AD TL105  
Hunter S. Hill and Madeline Hill  
June 8, 1998  
95-161



RENEWAL DATE 6-30-99

Exhibit "D"

7/24/98

Supplemental Declaration to Mountain Meadows Owners' Association



L.J. FRIAR AND ASSOCIATES

CONSULTING LAND SURVEYORS

814 WEST 8TH STREET  
MEDFORD, OREGON 97501

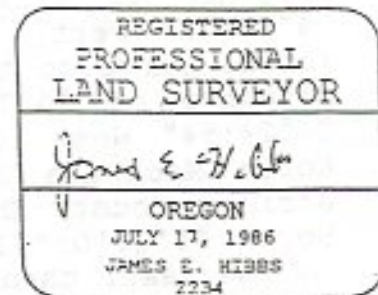
LARRY J. FRIAR  
JAMES E. HIBBS

PHONE/FAX  
541-772-0262

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF DONATION LAND CLAIM NO.41 IN TOWNSHIP 39 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON; THENCE ALONG THE EAST LINE OF SAID CLAIM, NORTH 00°03'33" EAST, 2230.16 FEET; THENCE NORTH 89°56'27" WEST, 30.00 FEET TO THE NORTH LINE OF THAT TRACT DESCRIBED IN VOLUME 196, PAGE 465, JACKSON COUNTY DEED RECORDS AND THE INITIAL POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, SOUTH 89°58'11" WEST (RECORD WEST), 525.00 FEET; THENCE SOUTH 00°03'33" WEST (RECORD SOUTH), 415.00 FEET; THENCE NORTH 89°58'11" EAST (RECORD EAST), 525.00 FEET TO THE WEST LINE OF NORTH MOUNTAIN AVENUE; THENCE ALONG SAID WEST LINE, NORTH 00°03'33" EAST, 415.00 FEET TO THE INITIAL POINT OF BEGINNING.

EXTERIOR OF SUBDIVISION  
MOUNTAIN MEADOWS, LLC  
97-282  
JUNE 15, 1998  
39-1E-04-DB, TL #100



Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS

JUL 27 1998  
3:17 PM  
*Richard S. [Signature]*  
COUNTY CLERK

7/24/98

Exhibit "E"

Supplemental Declaration to Mountain Meadows Owners' Association

**SUPPLEMENTAL DECLARATION "B" TO  
THE MOUNTAIN MEADOWS OWNERS' ASSOCIATION**

THIS SUPPLEMENTAL DECLARATION "B", to be effective upon its recording in Jackson County, Oregon, is made and executed this 19<sup>th</sup> day of July, 2000, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

**RECITALS**

On July 25, 1996, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for the Mountain Meadows Owners' Association (dated July 25, 1996), in the real estate records of Jackson County, Oregon, as 96-24900 (the "Declaration"). The Declaration applied to the Property (as defined therein) and provided in Section 3.1 thereof that the Declarant may annex additional property into the Mountain Meadows Owners' Association by means of a supplemental declaration.

On July 27, 1998, Declarant recorded "Supplemental Declaration of the Mountain Meadows Owners' Association" (dated July 24, 1998), in the real estate records of Jackson County, Oregon, as 98-34427 ("Supplemental Declaration "A"). That document, the first Supplemental Declaration, annexed certain real property into the Mountain Meadows Owners' Association and made this same property subject to the covenants, conditions and restrictions contained in the original Declaration, including, but not limited to, voting and allocation of common expenses.

Declarant is the owner of the real property described on the Exhibit "A" (the "Annexed Property"). Declarant desires to annex such Annexed Property into the Property covered by the Declaration as amended by the Supplemental Declaration "A". Declarant also desires to remove the real property described on Exhibit "B" (the "Removed Property") from the Property covered by the Declaration. Skylark Assisted Living L.L.C., an Oregon limited liability company ("Skylark"), by its manager, White Gabriel White, L.L.C., an Oregon limited liability company, owns the Removed Property.

## AGREEMENT

1. Now, therefore, Declarant agrees that the Annexed Property, including improvements located thereon, is hereby annexed into the Mountain Meadows Owners' Association and is hereby made subject to the covenants, conditions and restrictions contained in the original Declaration, including, but not limited to, voting and allocation of common expenses.

2. The Declarant and Skylark hereby remove the Removed Property, including all improvements located thereon, from the original Declaration. Effective from the date of recording of this Supplemental Declaration "B", said Removed Property is no longer subject to the covenants, conditions and restrictions contained in the original Declaration, as amended by Supplemental Declaration "A", and as amended by the present document, Supplemental Declaration "B".

3. Effective upon recording of this Supplemental Declaration "B" in the official records of the Jackson County Clerk's office, the following changes are also made to the original Declaration. Such changes also apply to Supplemental Declaration "A" and to the Bylaws of Mountain Meadows Owners' Association, its rules and regulations.

3.1 The definition of Residential Unit in Section 2.1.38 is changed to read as follows:

"Residential Unit means a Condominium Unit, an Apartment Unit or a unit located on a Single-Family Detached Lot or Cottage Lot."

3.2 The words "Facility Unit" are hereby removed from the definition of Unit contained in Section 2.1.42.

3.3 In Section 6.6, (Voting), the following language is deleted: "Each owner of Facility Units shall be entitled to one vote per ten (10) Facility Units owned. There shall be no fractional votes for ownership of less than ten (10) Facility Units." Such language is replaced by the following new language: "Each Owner of an Apartment Unit shall be entitled to one (1) vote per Unit."

3.4 In Section 7.2, (Allocation), the following language is deleted: "... (ii) the allocation of each Facility Unit shall be ten percent (10%) of the allocation for the Residential Units having only one occupant ..."

3.5 In Section 13.2, Initial Managing Agent, the following language is deleted:  
"Declarant engages Hill Associates, Inc., an Oregon corporation, as the initial agent to manage the retirement community for a term not to exceed three (3) years." Such language is replaced by the following new language:

"Declarant engages Mountain Meadows Services, an Oregon corporation, as the initial agent to manage the retirement community for a term not to exceed five (5) years."

4. The capitalized terms used in this Supplemental Declaration "B" have the same definitions as in the Declaration unless defined herein otherwise.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration "B" to the Mountain Meadows Owners' Association this 19<sup>th</sup> day of July, 2000.

MOUNTAIN MEADOWS L.L.C., an Oregon limited liability company, by its manager, Hill Associates, Inc.

By: Madeline Hill, President  
Madeline Hill, its President

STATE OF OREGON     )  
  ) ss.  
County of Jackson    )

The foregoing instrument was acknowledged before me this 19 day of July, 2000, by Madeline Hill, President of Hill Associates, Inc., an Oregon corporation, and manager of Mountain Meadows, L.L.C., an Oregon limited liability company, on behalf of the corporation and the limited liability company.

Geraldine Cutting  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4-10-2004





SUPPLEMENTAL DECLARATION "B" TO  
MOUNTAIN MEADOWS' OWNERS ASSOCIATION

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. One (1) of Partition Plat recorded February 7, 2000 as Partition Plat No. P-07-2000 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey #16412 in the Office of the Jackson County Surveyor.

(Plum Ridge Subdivision at Mountain Meadows)  
Property being added.

SUPPLEMENTAL DECLARATION "B" TO  
MOUNTAIN MEADOWS' OWNERS ASSOCIATION

EXHIBIT "B"  
LEGAL DESCRIPTION

Lot Fifty-six (56) in MOUNTAIN MEADOWS SUBDIVISION, PHASE 2 in the  
~~City of Ashland, Jackson County, Oregon, according to the official plat thereof,~~  
now of record.

Code 5-01, Account #1-88589-8, Map #391E04AD, Tax Lot #204)  
Skylark Assisted Living, 900 Skylark Place, Ashland, Oregon.  
Property being deleted.

Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS

JUL 19 2000

2:59 PM

*[Signature]*  
COUNTY CLERK



02 69433

B

Accommodation

10  
10-  
11-

8:30

After Recording Return to:  
Mountain Meadows  
950 Golden Aspen Place  
Ashland, OR 97520  
United States of America

LAWYERS TITLE has recorded this instrument  
by request as an accommodation only, and has  
not examined it for regularity and sufficiency or  
as to its effect upon the title to any real  
property that may be described therein.

AMENDMENT TO THE DECLARATION  
FOR THE  
MOUNTAIN MEADOW OWNER'S ASSOCIATION,  
an Oregon Nonprofit Mutual Benefit Corporation

The undersigned hereby certifies as follows:

A. The Declaration of the Mountain Meadows Owners' Association (the "Declaration") were recorded on July 25, 1996, under Fee Number 96-24900 in the Recording Section of Jackson County, Oregon.

B. Section 14.2 of the Declaration provides that the Declaration may be amended by the owners holding at least 75% of the votes of the Mountain Meadows Owners' Association (the "Association") in a duly constituted meeting called for such purpose.

AMENDMENT

SECTION 7 COMMON INCOME & EXPENSES

The final sentence of Section 7.1.2 entitled Assessments Based on Budgets, Adjustments, is hereby amended to read as follows:

"The amount allocated to each Residential Unit, Apartment Unit or Condominium Unit pursuant to this Section 7 with respect to any calendar year shall not exceed the Maximum Regular Assessment (subject to adjustment for additional occupants as provided above) unless approved by the affirmative vote of a simple majority (50% plus one) or more of those entitled to vote under Section 6."

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, hereby certifies that this Amendment of the Declaration has been adopted in accordance with the Declaration and ORS 94.590. This Amendment shall be effective upon the recordation of this document.

MOUNTAIN MEADOW OWNER'S  
ASSOCIATION, INC., an Oregon Nonprofit Mutual  
Benefit Corporation

By:   
LEE BOWMAN, President

Signatures continued on next page.

By: Madeline Hill  
Madeline Hill, Secretary

STATE OF OREGON )  
County of Jackson ) ss.

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December 2002 by Lee Bowman, President of the Mountain Meadows Owners Association, an Oregon non-profit mutual benefit corporation, on behalf of the corporation.

Dated this 27<sup>th</sup> day of December 2002



Jamila M. Baker  
NOTARY PUBLIC FOR OREGON  
My Commission Expires May 11, 2004

STATE OF OREGON )  
County of Jackson ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of December, 2002, by Madeline Hill, Secretary of the Mountain Meadows Owners Association, an Oregon non-profit mutual benefit corporation, on behalf of the corporation.



Jamila M. Baker  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: May 11, 2004

Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS

DEC 30 2002  
8:30 AM  
[Signature]  
COUNTY CLERK

Accom

After Recording Return to:  
Mountain Meadows Owners Association  
855 Mountain Meadows Drive  
Ashland, Or. 97520  
United States of America

Jackson County Official Records 2004-051601  
R-AMD 09/02/2004 08:30:00 AM  
Cnt=1 Str=4 SHAWBJ  
\$10.00 \$5.00 \$11.00 Total:\$26.00



I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk  
records. Kathleen S. Beckett - County Clerk

## AMENDMENT TO THE DECLARATION

FOR THE

THE MOUNTAIN MEADOWS OWNERS' ASSOCIATION  
An Oregon Nonprofit Mutual Benefit Corporation

8:30

The undersigned hereby certifies as follows:

- A. The Declaration of The Mountain Meadows Owners' Association (the "Declaration") was recorded on July 25, 1996 as Document Number 96-24900, in the Official Records of Jackson County, Oregon and Supplemental Declaration recorded on July 27, 1998 as Document Number 98-34427, in the Official Records of Jackson County, Oregon and Supplemental Declaration "B" recorded on July 19, 2000 as Document Number 00-29924 in the Official Records of Jackson County, Oregon and Amendment To the Declaration recorded on December 30, 2002 as Document Number 02-69433 in the Official Records of Jackson County Oregon..
- B. Section 14.2 of the Declaration provides that the Declaration may be amended if such amendment is approved by the Owners of at least seventy-five percent (75%) of those entitled to vote as provided in Section 6, in a duly constituted meeting called for such purpose.

### AMENDMENT

The Declaration is amended as follows:

#### SECTION 14.2 AMENDMENT

The first sentence of Section 14.2 entitled Amendment is hereby amended to read as follows:

"Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by the Owners of at least sixty percent (60%) of those entitled to vote as provided in section 6".

RECORDED BY LAWYERS TITLE INS. CORP. AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED  
FOR THE CONDITION OF TITLE OR FOR THE VALIDITY,  
SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

IN WITNESS WHEREOF, the Mountain Meadows Owners' Association, by and through its President and Secretary, hereby certifies that this Amendment of the Declaration has been adopted in accordance with the Declaration and ORS 94.590. This Amendment shall be effective upon the recordation of this document.

MOUNTAIN MEADOWS OWNERS' ASSOCIATION, INC  
An Oregon Nonprofit Mutual Benefit Corporation

By: Lee Bowman  
Lee Bowman, President

By: Jill Bigwood, Secretary  
Jill Bigwood, Secretary

STATE OF OREGON )  
  )  
County of Jackson )

The foregoing instrument was acknowledged before me this 30 day of AUGUST, 2004 by Lee Bowman, President of the Mountain Meadows Owners' Association, an Oregon non-profit mutual benefit corporation on behalf of the corporation.



Dated this 30 day of AUGUST, 2004  
J Sharon Slack  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-1-2004

STATE OF OREGON )  
  )  
County of Jackson )

The foregoing instrument was acknowledged before me this 24 day of AUGUST, 2004 by Jill Bigwood, Secretary of the Mountain Meadows Owners' Association, an Oregon non-profit mutual benefit corporation on behalf of the corporation.



Dated this 24 day of AUGUST, 2004  
J Sharon Slack  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-1-2004



01108870200500256590000084

I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.  
Kathleen S. Beckett - County Clerk

After Recording Return to:  
Mountain Meadows Owners Association  
855 Mountain Meadows Drive  
Ashland, Or. 97520  
United States of America

## AMENDMENT TO THE DECLARATION

### FOR THE

### THE MOUNTAIN MEADOWS OWNERS' ASSOCIATION An Oregon Nonprofit Mutual Benefit Corporation

The undersigned hereby certifies as follows:

- A. The Declaration of The Mountain Meadows Owners' Association (the "Declaration") was recorded on July 25, 1996 as Document Number 96-24900, in the Official Records of Jackson County, Oregon and Supplemental Declaration recorded on July 27, 1998 as Document Number 98-34427, in the Official Records of Jackson County, Oregon and Supplemental Declaration "B" recorded on July 19, 2000 as Document Number 00-29924 in the Official Records of Jackson County, Oregon and Amendment To the Declaration recorded on December 30, 2002 as Document Number 02-69433 and Amendment to the Declaration recorded on September 2, 2004 as Document Number 04-051601 in the Official Records of Jackson County Oregon..
- B. Section 14.2 of the Declaration was amended on September 2, 2004 by Document No. 04-05161 to state: Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by the Owners of at least sixty percent (60%) of those entitled to vote as provided in section 6".

### AMENDMENT

The Declaration is amended as follows:

#### 3.1 General Plan - Phases. (amended 1/24/05)

Declarant has developed Mountain Meadows in several phases. Declarant may annex each subsequent phase by means of a supplemental declaration containing a legal description and map describing and showing the annexed Property. The maximum number of Phases which may be included in Mountain Meadows by supplemental declarations shall be no more than twenty (20) and shall include the property described on Exhibits A and B. Declarant reserves the right to add additional property to Mountain Meadows including such other property as Declarant deems appropriate located contiguous to that property described in Exhibits A and B. There is no limitation on the number of Lots or Units which the Declarant may create or annex to the retirement community. Any supplemental declarations shall state that the property

added to Mountain Meadows is subject to the covenants, conditions, and restrictions contained in this original Declaration including, but not limited to, voting and allocation of common expenses. Each purchaser or Owner, their heirs, successors and assigns, and all claiming under or through such purchaser or Owner, by virtue of purchasing a Lot or Unit subject to this Declaration, hereby forever releases Declarant, the Association, and each of them, and agree to indemnify and hold harmless said Declarant or Association from any and all liability for damage or injury to any person, property, or intangible right or interest, or loss of any kind whatsoever, which occurs on any part of the property, whether upon the Common Areas, or upon or within any Unit.

4.2.1 Renovation Requirements. (amended 1/24/05) The Declarant has created a high quality retirement community for active adults. In order to protect and maintain the quality and value of the Property and the retirement community as a whole, when any Owner desires to rent or lease their Unit to another Person or to dispose of their Unit by sale, or the substantial equivalent thereof, the Unit and landscaping, shall be renovated and redecorated by the Owner, the Owner's family or by Board approved contractor(s) as needed to put it in a "market ready" condition comparable to other property within the neighborhood, in conformance with the Policies, including but not limited to repair and/or replacement of carpets, paint, and other defects.

An Owner who is selling has the obligation to renovate exterior properties as acceptable to the Board, or to obtain a written statement from the buyer, prior to close of escrow, to complete said renovations.

5.4.6 Meals. (amended 1/24/05) Qualified Occupant(s) are assessed for meals each month as described in Section 7.1.3. Occupants and their guests are entitled to eat any or all of the meals served in the Meadowlark Dining Room and the cost of these meals will be deducted from their monthly meal assessment. If the cost of the meals eaten exceeds the monthly meal assessment, the occupant(s) will be charged for the excess. There is no carryover provision or refund if the cost of meals eaten is less than the monthly meal assessment. If a resident is absent from Mountain Meadows for a full calendar month, the Dining Room Assessment will be reduced by fifty percent (50%) for that period. Costs for meals and Policies regarding the Dining Room and meal assessment are determined from time to time by the Board.

6.6 Voting (amended 1/24/05). After the first sale or rental, each owner of a Residential Unit is entitled to one (1) vote and begins paying Association dues. Each owner of a Residential Unit shall be entitled to one (1) vote per Unit. Each Owner of a Condominium Unit shall be entitled to one (1) vote per Unit. Each owner of a Cottage Unit shall be entitled to one (1) vote per Unit. However, voting rights shall be suspended at any time an uncured violation of this Declaration exists with respect to a Unit, its Owner(s) or Occupant(s). Voting rights shall resume at such time as the violation(s) are cured.

7.1.2 Assessments Based on Budget, Adjustments. (amended 1/24/05) The amount allocated to each Residential Unit, or Condominium Unit pursuant to Section 7 with respect to any calendar year shall not exceed the Maximum Regular Assessment

[subject to annual adjustment after 2005 by the lesser of (i) four percent (4%) per year, or (ii) the annual percentage increase, if any, in the Index unless approved by the affirmative vote of a simple majority (fifty percent plus one) of those entitled to vote under Section 6.

- 7.1.3 Dining Room Assessment (amended 1/24/05). The Maximum Regular Assessment (expressed as a monthly sum) is \$125.00 for one occupant and \$125.00 for each additional occupant, and subject to adjustment per 7.1.2.
- 7.1.4 Operations Assessment (amended 1/24/05). The Maximum Regular Assessment (expressed as a monthly sum) means \$320 per month for the Unit. These amounts shall be adjusted annually from 2005 to the current year as noted in 7.1.2.
- 7.2 Allocation. The Adjusted Annual Assessment shall be allocated equally between all Units except that (i) the allocation shall be increased sufficiently to cover the additional cost to the Association for each additional occupant of a Unit in excess of the first occupant, (ii) no allocation shall be made to a newly constructed Unit until the first sale or rental of said unit. The Adjusted Annual Assessment to each Unit shall not exceed the Maximum Regular Assessment (expressed as a monthly sum) unless approved by the affirmative vote of the Owners as provided in Section 7.1.2. Commercial lots and facilities shall not be subject to assessments under Section 7.

Recitals (amended 1/24/05):

Declarant has created the following subdivisions in the City of Ashland, Jackson County, State of Oregon, for this paragraph described as "the Property".

- ◆ Mountain Meadows Phase 1
- ◆ Mountain Meadows Phase 2
- ◆ Mountain Meadows Hillside Condominiums
- ◆ Great Oaks Subdivision
- ◆ Plum Ridge Subdivision
- ◆ Mountain Meadows Parkside Condominiums
- ◆ Mountain Meadows Plum Ridge Condominiums
- ◆ The Pavilion Condominiums
- ◆ Mountain Meadows Clubhouse

The Declarant has created single-family homes, cottages, condominium units, rental apartments, an assisted living facility, a clubhouse, office and retail spaces. The Declarant and the Owners own all of the Lots which make up the Property. Declarant intends to annex additional phases to the Property and include single family homes, rental apartments, condominiums and guest accommodations. The Skylark Assisted Living Facility was created by the Declarant, but is no longer included in "the Property".

Section 2.1.9.2 (added 1/24/05): Commercial Unit" means a building, part of a building or a condominium used for office, sales, health, retail and/or service purposes permitted under the "HC" (Health Care) zone as defined by the City of Ashland's zoning ordinance.

Section 2.1.10 (amended 1/24/05): "Common Areas" means (i) Lots numbers 25 through 31, which are described below and found on the Plat for MOUNTAIN MEADOWS PHASE ONE.

- Property northwest of 621 Nepenthe Road, extending along North Mountain Avenue from Nepenthe Road to Mountain Meadows Drive, bordered on the west by Meadowlark Way.  
Map #391E04DA Tax Lot #115.
- Developed Park east of Meadowlark Way, terminating at City Limits Line to the east.  
Map #391E04DA Tax Lot #106 and 203.
- Pocket Park east of 681 Nepenthe Road.  
Map #391E04DA Tax Lot #121.
- Pocket Park west of 741 Nepenthe Road.  
Map #391E04DA Tax Lot #122.
- Pocket Park on the corner of River Rock & Creek Stone Way (Northeast corner in front of 780 Creek Stone Way).  
Map #391E04DA Tax Lot #129
- Pocket Park on the corner of River Rock & Creek Stone Way (Property in front of 790 River Rock)  
Map #391E04DA Tax Lot #132.
- Open Space behind residences along Great Oaks Drive from 769 North Mountain Avenue to 544 Mountain Meadows Drive and terminating at north end of Great Oaks Subdivision.  
Map #391E04DB Tax Lot #125
- Village Green and MMOA Clubhouse to the east of Mountain Meadows Drive and bordered by Golden Aspen Condominiums (Parkside Stage 4) to the east and by Birch Condominiums (Parkside Stage 2) to the South, commonly known as 855 Mountain Meadows Drive.  
Map #391E4AD Tax Lot #233
- Fitness Center, Unit number 1 of Mountain Meadows Parkside Condominium Stage 4.

These include, among other things, bicycle paths, walkways, median strips, sidewalks, street trees, park rows, roadways, entry monuments, pocket parks, community gardens, community buildings and undeveloped open space areas, and (ii) such other portions of the Property, including but not limited to pocket parks and community gardens, if any, as may be designated in the future as Common Areas by the Board; provided, however, that the actual amenities included in the Common Areas shall be determined by the Board in their sole discretion. The Common Areas include any clubhouse facilities with associated dining room, meeting rooms, library areas and crafts areas. The Common Areas also include the physical fitness area, spa and exercise pool in the Golden Aspen Condominium Building. Common Areas were conveyed to the Association, dedicated to the public, or owned by Persons other than the Association and subject to easements in favor of the Association which contemplate its use as such. Nothing in this Declaration shall be construed to limit Declarant's rights to add Improvements or annex Common Areas not described in this Declaration.



Section 2.1.20 (amended 1/24/05): "Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1996=100), U.S. City Average for All Items, as published by the Bureau of Labor Statistics, U.S. Department of Labor or, if such index is discontinued, a comparable index selected by the Board.

Section 2.1.22.2 (added 1/24/05): "Managing Agent" means the entity defined by SECTION 13.

Section 2.1.34 (amended 1/24/05): "Property" means all subdivision plats and the real property described in the City of Ashland, Jackson County, State of Oregon, according to the official plat thereof, now of record for:

- Mountain Meadows Phase 1
- Mountain Meadows Phase 2
- Mountain Meadows Hillside Condominiums
- Great Oaks Subdivision
- Plum Ridge Subdivision
- Mountain Meadows Parkside Condominiums
- Mountain Meadows Plum Ridge Condominiums
- The Pavilion Condominiums
- Mountain Meadows Clubhouse

Section 2.1.36 (amended 1/24/05): "Reserve Account" means a separate account maintained by the Association for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years.

Section 3.2 (amended 1/24/05): Initial Common Area Improvement Plan. The installation of Common Area Improvements has been completed. Declarant, at its expense, has installed the initial Improvements to the Common Area including: landscaping; streets, curbs and gutters, sidewalks, street lighting, a furnished clubhouse, and the Madeline Hill Park, and have been conveyed to the Association. All Common Area expenses of operation, maintenance, repair, replacement, and improvement will be paid by the Association.

Landscaping has been installed in the smaller Common Areas as construction in each area is completed and on a schedule related to the best planting times of the year. Streets, curbs, gutters and other service improvements shall be constructed on a Phase by Phase basis as needed and before or concurrent with the beginning of construction of the units in that Phase. Sidewalks will be installed generally on a lot by lot basis after major construction on that lot has been completed. Street lighting will be installed as per service improvements above. The Clubhouse contains over 10,000 feet of floor space and includes the Association offices, the managing agent's office, kitchens, dining and meeting rooms, recreational and library areas. Madeline Hill Park includes walking trails, a community garden, bird watching areas, one or more ponds, a natural wildlife resource area and grass lawn areas. Transportation to events, shopping and sightseeing is managed by the Board.

Section 4.2.2 (amended 1/24/05): Property Management of Residential Rental Units. When an Owner wishes to rent or lease their unit to another Person, or otherwise establish a tenancy a property manager approved by the Mountain Meadows Owners' Association Board shall be used as the licensed property manager. This requirement applies only to Residential Units (Single Family Lots, Cottage Lots and Condominium Units).

Section 4.2.3 Role of Managing Agent (deleted 1/24/05).

Section 5.3: Retirement Community Status (amended 1/24/05). The Declarant has provided the necessary facilities and services to comply with the requirements, as amended, of the Federal Fair Housing Act for a 55 or over retirement community. The provisions of this Declaration shall be interpreted liberally to achieve such purposes. Following is a description of the facilities and services which the Declarant has included. These services may be provided by Mountain Meadows, subcontracted or provided/arranged for by other means. Use of Common Areas and participation in some service programs may be offered to persons other than Mountain Meadows residents, if so approved by the Association Board.

Section 5.4.3: On Site Management and Staffing (amended 1/24/05). The Association office shall be open and available for Owners and Occupants on a schedule adopted by the Board, and the cost thereof shall be included in the common expenses. Office hours may be modified by the Board. Personnel will be available at other times by phone to answer "off-hours" emergency calls.

Section 5.4.4: Clubhouse (amended 1/24/05). The clubhouse building described above in Section 3.2 of this Declaration shall be operated and maintained as a common expense except for Optional Services paid for by User Fees described in Section 5.5.

Section 5.4.5: Madeline Hill Park (amended 1/24/05). The park described above in Section 3.2 of this Declaration shall be operated and maintained as a common expense.

Section 5.4.8: Additional Occupant Surcharge (deleted 1/24/05).

Section 5.4.9: Possible Additional Facilities and Services (deleted 1/24/05).

Section 5.5.3: Groundskeeping and Exterior Maintenance (deleted 1/24/05).

Section 5.5.4: Additional Meals (deleted 1/24/05).

Section 6.5: Control of Association (amended 1/24/05). Administrative control of the Association passed from the Declarant to the Board of Directors of the Association on May 1, 2001.

Section 7.1.1: Authority to Assess (amended 1/24/05). Subject to the requirements set forth in this Section 7, the Association shall have the authority to levy annual assessments (i) to pay all expenses, other than the Optional Services Program, associated with the

Association's performance of its powers, duties, and responsibilities under this Declaration; (ii) to pay all expenses incurred with respect to the Common Areas and the Improvements thereon; (iii) to establish and maintain the Reserve Account; and (iv) to establish and maintain such other reserve or contingency funds, in each case in such amount as may be deemed appropriate by the Board. The Association shall establish reserve funds in anticipation of future operating, maintenance, repair, or replacement expenses, as a general contingency. Assessments under this Section 7.1 shall be separate and apart from such assessments as may be assessed by any Condominium Association.

Section 7.3: Special Assessments (amended 1/24/05). In addition to annual assessments, the Association shall have the authority to levy special assessments (i) to pay the cost of any construction or reconstruction of any Improvements in or to the Common Areas; (ii) to pay the cost of repair or replacement of any such Improvement, if in excess of Reserves available for that purpose; or (iii) for any other purpose deemed appropriate by the Board; provided, however, that any special assessment shall be levied only upon the affirmative vote of at least seventy-five percent (75%) of the Directors. Special assessments shall be billed to the Owners at such time as the Board may determine. Special assessments shall be allocated among the Units in the same manner provided with respect to annual assessments. The payment due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7.8: Formation of Local Improvement District (deleted 1/24/05).

Section 8.2.9: Antennae (amended 1/24/05). The ACC is responsible for creating a set of rules and procedures for antennae, so that the Association follows FCC guidelines. This written policy document is to be approved by the Board and will be revised from time to time as necessary.

Section 9.5: Signs (amended 1/24/05). No signs shall be displayed on or about any Lot or building except Association approved name and/or address signs. The Association shall install a common "for sale" identification sign within the Common Area for the purpose of identifying all Lots which are "for sale". Following the installation of such sign, a maximum of two (2) "for sale" and "for rent" signs can be placed in a window and/or on a balcony of Units that are for sale or for rent. The rules regarding size and placement are determined time to time by the Board. Nothing in this Section shall prevent Declarant or the Association from installing identification, informational and directional signs, or signs pertinent to the first sale and construction of improvements on any Lot. Political signs can be displayed only during times specified in the City of Ashland's Municipal Code.

Section 13.2: Initial Managing Agent (deleted 1/24/05)

IN WITNESS WHEREOF, the Mountain Meadows Owners' Association, by and through its President and Secretary, hereby certifies that proper notice was given and the vote was taken at the Annual Meeting of the Mountain Meadows Owners' Association on January 24, 2005 and that this Amendment of the Declaration has been approved by at least 60% of the votes of the Association, effective the 24<sup>th</sup> day of January, 2005.

MOUNTAIN MEADOWS OWNERS' ASSOCIATION, INC  
An Oregon Nonprofit Mutual Benefit Corporation

By: Lee Bowman  
Lee Bowman, President

By: Jill Bigwood  
Jill Bigwood, Secretary

STATE OF OREGON     )  
                                  )  
County of Jackson    )

The foregoing instrument was acknowledged before me this 2 day of May, 2005 by Lee Bowman, President of the Mountain Meadows Owners' Association, an Oregon non-profit mutual benefit corporation on behalf of the corporation.



Dated this 2 day of May, 2005

J. Sharon Slack  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-1-2008

STATE OF OREGON     )  
                                  )  
County of Jackson    )

The foregoing instrument was acknowledged before me this 18 day of April, 2005 by Jill Bigwood, Secretary of the Mountain Meadows Owners' Association, an Oregon non-profit mutual benefit corporation on behalf of the corporation.

Dated this 18 day of April, 2005

J. Sharon Slack  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-1-2008



AC081065214.com



Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.  
Christine Walker - County Clerk

After recording, return to:  
Sharon Slack  
855 Mountain Meadows Drive  
Ashland, OR 97520

### AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN MEADOWS

#### RECITALS:

The Covenants, Conditions, and Restrictions for Mountain Meadows have been duly amended, and the president and secretary have certified the amendment, and desire to record the amendment.

NOW, THEREFORE, the Covenants, Conditions, and Restrictions, originally recorded as instrument number 96-24900 in the official records of Jackson County, Oregon, are amended as follows: as amended and modified by No. 98-34427 and 00-29924

RECORDED BY LAWYERS TITLE INS. CORP. AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

1. Section 7.1.3 of the Covenants, Conditions, and Restrictions is replaced in its entirety with the following language:

7.1.3 Assessments. The Maximum Regular Assessment (expressed as a monthly sum) for the clubhouse and associated facilities is \$445 per month for the first Occupant. For each occupant of a unit in excess of the first Occupant, an additional person surcharge of \$125 per month will be added to the monthly assessment. These amounts shall be adjusted annually from January 2005 to the current year per 7.1.2.

2. Section 7.1.4 of the Covenants, Conditions, and Restrictions is replaced in its entirety with the following language:

7.1.4 Reserve Assessment. The Reserve Account defined by 2.1.36 shall be funded as a separate account as a part of the aggregate amount specified by 7.1.3.

(signatures appear on Page 2)

DATED this 26 day of SEPTEMBER, 2008.

Lee E. Bowman

President

Carol G Wooding

Secretary

STATE OF OREGON )  
 ) ss.  
County of Jackson )

On this 26 day of SEPTEMBER, 2008, personally appeared before me the above-named Lee E. Bowman, President of Mountain Meadows Owners Association, Inc. and acknowledged the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions to be his/her voluntary act and deed.



J. Sharon Slack  
Notary Public for Oregon  
My Commission Expires: 11-1-2008

STATE OF OREGON )  
 ) ss.  
County of Jackson )

On this 26 day of SEPTEMBER, 2008, personally appeared before me the above-named Carol G Wooding, Secretary of Mountain Meadows Owners Association, Inc. and acknowledged the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions to be his/her voluntary act and deed.



J. Sharon Slack  
Notary Public for Oregon  
My Commission Expires: 11-1-2008