AFTER RECORDING RETURN TO:

LGI HOMES – OREGON, LLC

c/o LGI Homes, Inc.

Attn: Ian McGrady-Beach

700 Washington St., Suite 200

Vancouver, WA 98660

**DECLARATION OF**

**COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR DOVE LANDING**

**Declarant: LGI Homes – Oregon, LLC**

**an Oregon limited liability company**

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EXHIBIT A – Legal Description

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR DOVE LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DOVE LANDING (“***Declaration***”) is made by LGI Homes – Oregon, LLC, an Oregon limited liability company (“***Declarant***”).

**Recitals**

Declarant is the owner of the real property legally described in the attached Exhibit A (the “***Property***”). The Property is located within the plat of “Dove Landing” which was recorded simultaneously with the recording of this Declaration in the real property records of Marion County, Oregon, under Recording Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Declarant intends to develop Dove Landing as a Class I planned community pursuant to the Act. To establish Dove Landing as a planned community, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and Common Areas in Dove Landing.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Dove Landing to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the Common Area, to maintain the Commonly Maintained Property, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, encumbered, mortgaged, leased, rented, used, improved and occupied subject to the Oregon Planned Community Act as may be amended from time to time and subject to the following covenants, conditions, restrictions, easements, charges, assessments and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

# DEFINITIONS

## “***Accessory Dwelling Unit (ADU)***” means an interior, attached, or detached residential structure that is used in connection with, or that is accessory to, a single-family dwelling.

## “***Act***” means the Oregon Planned Community Act as it may be amended from time to time.

## “***Additional Property***” means and refers to any Lots and Common Area which may be subsequently annexed to Dove Landing and subjected to this Declaration.

## “***Architectural Review Committee***” or “***ARC***” refers to that committee constituted and acting pursuant to Article 6 of this Declaration.

## “***Architectural Standards***” has the meaning set forth in Section 6.4.

## “***Articles***” means the Articles of Incorporation for the Association, as filed with the Oregon Secretary of State, and as may be amended from time to time.

## “***Assessment***” or “***assessment***” means all sums chargeable to an Owner by the Association in accordance with this Declaration and the Act.

## “***Association***” means Dove Landing Homeowners Association, an Oregon non-profit corporation.

## “***Board***” means the Board of Directors of the Association.

## “***Bylaws***” means the Bylaws of the Association which shall be recorded in the Marion County, Oregon deed records, as may be amended from time to time.

## “***City***” means the City of Woodburn, Oregon.

## “***Class A Member***” means an Owner other than Declarant, whose voting rights in the Association are set forth in Section 8.3. A Class A Member cannot be a Class B Member.

## “***Class B Member***” means the Declarant, and/or any Commercial Homebuilder acquiring Lots from the Declarant, whose voting rights in the Association are set forth in Section 8.3. A Class B Member cannot be a Class A Member.

## “***Commercial Homebuilder***” means a homebuilder engaged in the activity of marketing and selling single-family homes to the general public.

## “***Common Area***” or “***Common Areas***” means all real property (including the improvements thereon) within Dove Landing established by the terms of this Declaration or the Plat for the common use and enjoyment of the Owners (including the Tracts), all entry sign(s), monuments, and landscaping, planter islands on roads or cul-de-sacs and mailbox stands serving more than one Lot.

## “***Common Expense***” means all costs and expenditures made by or financial liabilities incurred by the Association to exercise any of the powers provided for in this Declaration or the Act.

## “***Common Expense Liability***” means the liability for Common Expenses allocated to each Lot. Except as otherwise provided in this Declaration, the Common Expense Liability is allocated equally among the Lots.

## “***Commonly Maintained Property***” means any real or personal property for which the Association has the obligation under this Declaration or the Plat to maintain, repair and replace. Commonly Maintained Property includes, without limitation, all fencing surrounding the Common Areas, planter strips bordering or located within Common Areas and all landscaping within Common Areas.

## “***County***” means the government of Marion County, Oregon.

## “***Declarant***” means LGI Homes – Oregon, LLC, an Oregon limited liability company, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

## “***Declarant Control***” means the right, as expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Declarant Board members, or to veto or approve a proposed action of the Board or Association and all other rights reserved by or allocated to Declarant under this Declaration during the Declarant Control Period; provided, however, that in no event shall exercising the voting rights allocated to a Lot(s) owned by the Declarant or Declarant’s affiliates be deemed “Declarant Control.”

## “***Declarant Control Period***” means the period of time from the date of recording of this Declaration until sixty (60) days after the earlier of the following dates: (i) the date that Lots representing one hundred percent (100%) of the Lots anticipated to be created and subject to this Declaration, including any annexation of additional Lots, have been conveyed to Owners other than Declarant; or (ii) the date on which Declarant has elected in writing to terminate Declarant Control. A partial delegation of authority by Declarant of any of its management duties described in this Declaration shall not terminate the Declarant Control Period.

## “***Declaration***” means this Declaration of Covenants, Conditions, and Restrictions for Dove Landing, as it may from time to time be amended.

## “***Development Standards***” means the standards for the development of Lots and Tracts pursuant to the City’s land use final decision, particularly its Attachments 202 and 203.

## “***Directors***” means the directors of the Association.

## “***Dispute Resolution Offer***” means a written offer to engage in the Dispute Resolution Process required under the Act.

## “***Dispute Resolution Process***” means the non-binding dispute resolution process required to be offered under ORS 94.630(4), as it may from time to time be amended, which Owners and the Association must engage in before initiating litigation or an administrative proceeding.

## “***Dove Landing***” means the planned community created by the Plat, together with such Additional Property as may be subsequently annexed thereto and subjected to this Declaration.

## “***Eligible Mortgagee***” means a Mortgagee who has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

## “***Fidelity Bond***” has the meaning set forth in Section 7.3.

## “***Home***” means a structure constructed on a Lot and designed and intended for use and occupancy as a single-family residence. Homes include single-family detached homes only.

## “***Interim Board***” has the meaning set forth in Section 9.1.

## “***Land use final decision***” means the City’s planning and zoning approval with conditions of the Dove Landing Planned Unit Development dated May 10, 2021 for master/parent case file Annexation ANX 2020-03 and corollary files PUD 2020-02 and SUB 2020-03.

## “***Lot***” means and refers to each and every lot depicted on the Plat and each and every lot which may be subsequently annexed to Dove Landing by any supplemental declaration or plat submitting Additional Property to the terms of this Declaration, or by the subdivision of any Tract; provided, however, that “Lot” shall not include any of the Tracts.

## “***Maintenance Plan***” has the meaning set forth in Section 9.6.10.

## “***Members***” means the members of the Association, each of whom shall be an Owner of a Lot, and whose voting rights are set forth in Section 8.3.

## “***Mortgage***” means a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

## “***Mortgagee***” means the beneficial holder, or the designee of the beneficial holder, of an encumbrance on a Lot created by a Mortgage and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

## “***Occupant***” means the occupant of a Home, whether such person is an Owner, a lessee or any other person authorized by the Owner to occupy the Home.

## “***Operating Account***” means a bank account or accounts established by the Association at a federally insured financial institution to hold funds for the routine maintenance, repair, and replacement of the Common Area, Commonly Maintained Property, and other portions of the Property that the Association is required to maintain pursuant to this Declaration.

## “***Owner***” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract.

## “***Person***” or “***person***” shall include natural persons, partnerships, limited partnerships, limited liability companies, corporations, associations, trusts, estates, and personal representatives, or other legal entities.

## “***Plat***” means the Plat of Dove Landing recorded in the property records of Marion County, Oregon, and any supplemental or amended plats annexing Additional Property to Dove Landing.

## “***Property***” has the meaning attributed to such term in the Recitals of this Declaration, together with such Additional Property as may, from time to time, be annexed to Dove Landing.

## “***Reserve Account(s)***” means a bank account or accounts established by the Association at a federally insured financial institution to hold funds for major repair, replacement or maintenance of the Common Area, Commonly Maintained Property, or other portions of the Property that the Association is required to maintain pursuant to this Declaration.

## “***Reserve Assessment***” has the meaning set forth in Section 11.8.2. Reserve Assessments are Assessments, and all references herein to Assessments shall include Reserve Assessments, as applicable.

## “***Reserve Study***” has the meaning set forth in Section 11.8.2.

## “***Rules and Regulations***” means the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

## “***Special Assessment***” has the meaning set forth in Section 11.6. Special Assessments are Assessments, and all references herein to Assessments shall include Special Assessments, as applicable.

## “***Special Declarant Rights***” has the meaning set forth in Section 10.7.

## “***Tracts***” means the Tracts depicted on the Plat, and any Tracts which may be subsequently annexed to Dove Landing by any supplemental declaration and/or plat submitting Additional Property to the terms of this Declaration; provided, however, that “Tracts” shall not include any of the Lots.

## Tracts A, B, F, G, I, and J are public pathway tracts and are subject to a public pedestrian and bicycle access easement over their entireties. Tracts F and J are also subject to public utility easements and stormwater drainage easements over, under and across their entireties.

## Tracts C, E, and K are open space and park tracts and are subject to a public pedestrian and bicycle access easement over their entireties. Tract C is subject also to a temporary construction easement to the benefit of 16751 Boones Ferry Road NE (Tax Lot 051W06C000900) for a future driveway on the tract providing ingress and egress for the benefited property.

## Tracts L and M are public park tracts to be owned and maintained by the City, and are subject to a public pedestrian and bicycle access easement over their entireties.

## Tract D is a water quality and detention facility tract and is subject to storm sewer, surface water, drainage, and detention easements and a sanitary sewer easement benefiting the City over, under and across its entirety.

## Tract H is a private alleyway and is subject to a public utility easement over, under and across its entirety as well as a public access easement over and across its entirety per the Plat resulting from the City’s land use final decision Attachment 203, Part D.1d.

## All Tracts, excluding Tracts L and M, are owned by the Association (unless dedicated to the public or the City by the terms of the Plat), and all Tracts, excluding Tracts L and M, are to be maintained by the Association; provided, however, that the cost of maintaining Tract H (the alley) shall be a Special Assessment to Lots 40-131.

## “***Transitional Advisory Committee***” has the meaning set forth in Section 9.3.

## “***Turnover Date***” has the meaning set forth in Section 9.4.

## “***Turnover Meeting***” has the meaning set forth in Section 9.4.

## “***Quorum***” means the number of Owners holding at least 20% of the votes or right to vote in the Association and shall be deemed satisfied if such quorum is present at the beginning of a meeting, unless a higher number is required by the terms of this Declaration, the Act or applicable law.

## “***WDO***” means the Woodburn Development Ordinance.

# PROPERTY SUBJECT TO THIS DECLARATION

## Initial Development. The initial development of the Property consists of Lots 1 through 171, inclusive, and Tracts A, B, C, D, E, F, G, H, I, J, K, L, and M.

## Annexation of Additional Property. Additional Property may be added by Declarant to Dove Landing without the approval of any other Owner or the Association; provided, however, such Additional Property must be residential Lots or Common Areas, must abut to some portion of the Property or would abut except for intervening public streets or other publicly owned real property, and must be annexed by a supplemental declaration not later than twenty (20) years from the date this Declaration is recorded. The annexation of such real property shall be accomplished as follows:

### Supplemental Declaration. The Owner or Owners of the Additional Property shall record a supplemental declaration which shall be executed by or bear the approval of Declarant and shall among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

### Annexed Property a Part of Dove Landing. The property included in any such annexation shall thereby become a part of Dove Landing and the Association shall accept and exercise administration of any supplemental declaration with respect to such property.

### Voting Rights of Annexed Lots. Upon annexation, additional Lots created thereby shall be entitled to voting rights as set forth in Section 8.3.

### Annexed Lot Owners as Members. After complying with the procedures for annexation and upon conveyance of the first Lot in the annexed property to an Owner, Owners of Lots in the annexed property shall be Members, shall be subject to this Declaration and shall be entitled to the use and enjoyment of all Common Area in Dove Landing in the manner and for the purpose for which such Common Area is intended to be used and enjoyed. The Association shall reallocate the Assessments to assess each Owner of a Lot in Dove Landing an equal share of the total expenses of the Association; provided, however, if any Common Area is subsequently annexed to Dove Landing which substantially benefits fewer than all the Lots, the cost to maintain, repair and replace that Common Area and the improvements thereon shall be assessed equally against only the Lots receiving such benefit.

## Withdrawal and Amendment. Declarant reserves the right, at its sole option, to (i) amend this Declaration or any supplemental declaration by executing and recording an amendment (provided that the amendment is consistent with this Article), or (ii) remove from the effect of this Declaration any property described in this Declaration or supplemental declaration concerning any Additional Property by executing and recording a rescission of the annexation of specified Lots or Tracts to this Declaration as long as all of the following conditions are satisfied at the time of the execution and recordation of the amendment or rescission: (a) no Lot in the Additional Property has been conveyed to an Owner; and (b) Assessments have not commenced for any Lot in the annexed property.

## Amendment. After the conversion of Class B membership to Class A membership, this Article may not be amended without the consent of Declarant as long as the Declarant owns a Lot or has a right to annex Additional Property to Dove Landing.

## Annexation with Approval of Membership. In addition to the rights of Declarant pursuant to Section 2.2, the Association or Declarant may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of holders of at least seventy-five percent (75%) of the Class A voting power of the Association, and the written consent of the Class B Member, if any. Such annexation shall be accomplished by filing a supplemental declaration in the official records of Marion County, Oregon describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such supplemental declaration shall be signed by the President and Secretary of the Association and by the owner of the annexed property. Any such annexation shall be effective upon the filing for record of such supplemental declaration, unless otherwise provided therein.

# DESCRIPTION OF LOTS and homes; OWNERSHIP AND EASEMENTS

## Lot Ownership. All Lots will be owned in fee. Owners of Homes will own fee title to the Home and all other improvements constructed on such Owner’s Lot.

## Monuments as Boundaries. The physical boundaries of a Lot constructed in substantial accordance with the Plat become its boundaries rather than the metes and bounds expressed in the Plat, regardless of settling or lateral movement of the buildings or minor variances between boundaries shown on the Plat and those of the buildings. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Plat.

## Restrictions on Further Subdivision. No Lot or portion of a Lot shall be subdivided or combined either by agreement or legal proceedings; provided the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

## Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for such Owner’s benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Dove Landing.

## Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities shall constitute one Owner.

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

### Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat.

### Easements for Common Area. Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

### Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Area and Commonly Maintained Property in order to carry out sales activities necessary or convenient for the sale of Lots and Homes. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under and across the Common Area and Commonly Maintained Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment or access to an Owner’s Lot by such Owner or such Owner’s family, tenants, employees, guests or invitees.

### Additional Utility and Drainage Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted or acquired by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Dove Landing. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

### Association’s Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Area as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

### Easement to Governmental Entities. Declarant grants a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties as utility and service providers.

### Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, upon a two-thirds (2/3) vote of the Board members at a duly called and held Board meeting.

### Perimeter Easements Benefiting Owners. Every Lot shall be subject to an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances, but in no event more than three feet (3’) wide, of the Lot’s perimeter for purposes of allowing neighboring Owners to maintain and repair their Homes and landscaping.

### Annexation of Additional Property. Upon the recordation of a supplemental declaration annexing any Lots, the Owners of Lots in the annexed Additional Property shall have the benefit and use of all the easements specified in this Article.

## Declarant’s Right to Dedicate Common Area and Grant Easements; Board’s Authority After Title Transferred to Association. Declarant reserves the right and power to dedicate and/or convey any portion or all of the Common Areas to any governmental body or agency. Declarant further reserves the right and power to grant an easement over the Common Areas to any governmental body or agency or any public or private utility company or provider without the approval of any other Owner or the Association. Declarant’s rights and power under this Section shall expire upon the expiration of the Declarant Control Period. Thereafter, the Board shall have the same powers reserved to Declarant and may exercise such power upon a two-thirds (2/3) or greater vote of the Board members at any duly called and held Board meeting. The provisions of this Section shall control over any provisions to the contrary contained in any other Section of this Declaration.

# GENERAL PROVISIONS FOR AND RESTRICTIONS ON USE OF LOTS

## Residential Use. Lots shall only be used for residential purposes to the extent the land use final decision and WDO allow. Except with the Board’s consent, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot or in any Home, and no goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored on any Lot or in any Home. Nothing in this Section shall be deemed to prohibit activities relating to the sale of residences or the right of Declarant or any contractor or Commercial Homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Dove Landing or the right of an Owner to maintain such Owner’s personal business or professional library, keep such Owner’s personal business or professional records or accounts, handle such Owner’s personal business or professional telephone calls or confer with business or professional associates, clients or customers in such Owner’s residence. The Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances. Pursuant to Oregon House Bill 2001 (2019), Section 13, and City land use final decision Attachment 202, the Association may not prohibit “middle housing,” specifically duplexes, triplexes, quadplexes, cottage clusters, and townhouses.

## Rental of Homes. An Owner may rent or lease such Owner’s Home or a portion thereof, provided that the following conditions are met:

### Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of this Declaration, the Bylaws and any Rules and Regulations, and (ii) a failure to comply with any provision of this Declaration, the Bylaws and any Rules and Regulations shall constitute a default under the rental or lease agreement; and

### Tenant Must be Given Documents. The Owner gives each tenant a copy of this Declaration, the Bylaws and any Rules and Regulations.

## Animals. No animals, livestock or poultry of any kind, other than a reasonable number of household domestic pets that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. Any Owner who maintains any pet upon any portion of Dove Landing shall be deemed to have agreed to indemnify and hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. Such Owner shall further abide by all governmental sanitary laws and regulations, leash and other local and state laws relating to pets and Rules and Regulations of the Association created by the Board. The Board shall have the right, after delivering to an Owner two (2) notices in writing of a violation of any rule, regulation or restriction governing pets within Dove Landing, to order any person whose pet is reasonably determined to be a nuisance to remove such pet from the premises upon the delivery of the third (3rd) notice in writing of a violation of any rule, regulation or restriction governing pets within Dove Landing. All pets shall be registered and inoculated as required by law.

## Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area. Nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owners or other Occupants. No Owner or Occupant shall cause or permit such Owner’s representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice that is a source of annoyance to other Owners and Occupants or that interferes with other Owners’ and Occupants’ peaceful possession and proper use of the Property. Owners and Occupants shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other Owners and Occupants. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse or garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse and garbage inside disposal containers. No Owner shall make or permit any use of such Owner’s Lot or of the Common Area that will increase the cost of insurance upon the Common Area or that will result in the cancellation of the insurance for any Common Area. No outside burning of leaves, debris, trash, garbage or household refuse shall be permitted. No marijuana plants may be grown, in pots or otherwise, outside of a Home, and no marijuana plants may be placed on or outside the exterior of the Home for any temporary or permanent period.

## Improper, Offensive or Unlawful Use. No Owner or Occupant shall make any improper, offensive or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

## Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any part of the Common Area at any time or for any reason, including loading or unloading, and may not be parked on any Lot, including the driveway, for more than seven (7) days unless they are fully enclosed in the garage; provided, however, that nothing in this Section 4.6 shall be construed to prohibit the temporary parking of moving trucks for reasonable amounts of time for loading and unloading purposes. See also City Ordinance Nos. 2338 (2003) and 2521 (2014) or as amended and WDO 2.07.02 and 2.07.03 or as amended. Regarding golf carts specifically, see also City Ordinance No. 2257 (2000).

## Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair (e.g. including, but not limited to, fails to run, cannot be moved under its own power in current condition, flat tires, unpainted or body parts missing) or that is not currently licensed to be abandoned or to remain parked upon the Common Area at any time and may not permit them on a Lot for a period in excess of seven (7) days. A vehicle shall be deemed in a “***state of disrepair***” when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner as a Special Assessment pursuant to Section 11.6. Regarding junked vehicles on public streets, see City Ordinance No. 2338 (2003) or as amended.

## Signs. No signs shall be erected or maintained on any Lot except that not more than one (1) “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section shall not prohibit the display of the flag of the United States or the temporary placement of “political” signs on any Lot by the Owner or Occupant; provided, however, political signs shall be removed within three (3) days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three (3) days after the sale closing date. See also WDO 3.10 or as amended.

## Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Area or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings or any similar materials from any Lot, any streets or the Common Area where deposited by such Owner or the Occupants of such Owner’s Lot after notice has been given by the Board to the Owner, the Association may have such materials removed and charge the expense of such removal to the Owner as a Special Assessment pursuant to Section 11.6.

## Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC. See also WDO 2.06.02 and 5.01.03 or as amended. Regarding the Tract D stormwater detention pond, fence or fencing maximum height is 3½ feet per land use final decision Attachment 202, Part C.2. Also, consult the City Public Works Department Engineering Division at (503) 982-5240.

## Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street. All telephone, electrical, cable television and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC. No on-site storage of gasoline, heating or other fuels or any flammable liquids or gases shall be permitted on any part of a Lot, including any Home, except that up to five (5) gallons of fuel may be stored in each Home for emergency purposes and for the operation of lawn mowers and similar tools or equipment.

## Antennas and Satellite Dishes. Except as otherwise provided by law or this Section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Common Area or Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner’s Home. They shall be screened from neighboring Home to the extent possible. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement and screening of antennas, satellite dishes and other similar devices. This section and any rules adopted hereunder shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

## Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Home.

## Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC’s prior approval. The ARC may, in its discretion, prohibit any basketball hoops.

## Grades, Slopes and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Dove Landing so as to affect any other Lot or Common Area or any real property outside Dove Landing unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term “***established drainage***” shall mean the drainage swales, conduits, inlets and outlets designed and constructed for Dove Landing.

## Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Dove Landing, the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board shall conduct, a hearing on the matter. The Owner’s request shall be in writing delivered within five (5) days after receipt of the notice, and the hearing shall be conducted within not less than five (5) days nor more than twenty (20) days after the request for a hearing is received. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as a Special Assessment pursuant to Section 11.6.

## Association Rules and Regulations. The Board from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of Dove Landing and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery or actual notice thereof. Subject to approval or consent by the Board, the ARC may adopt rules and regulations pertinent to its functions.

## Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

## Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

## Accessory Buildings. All accessory buildings and structures shall require prior approval of the ARC. All accessory buildings and structures shall be designed, constructed and maintained compatible with the exterior materials, character and style of the Home. The ARC may require the accessory buildings to be painted the same color as the Home. See also land use final decision Attachment 202 and WDO 2.06.03 or as amended. For accessory dwelling units (ADUs) specifically, see also WDO 2.07.20. (For Lots along Tract H, the yards along the alley are the rear yards).

## Declarant Exemptions. The Declarant shall be exempt from the application of this Article 4. All improvements constructed by Declarant or any Commercial Homebuilder who purchases Lots from the Declarant shall be deemed approved by the ARC.

# MAINTENANCE, UTILITIES, AND SERVICES

## Use of Common Area. Each Owner shall have the right to use the Common Area in common with all other Owners and a right of access from the Owner’s Lot across the Common Area to the public streets, subject to the provisions of this Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area, nor shall any Owner place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, furniture, package or object of any kind. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. There shall be no alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. The Common Area shall be used for no purpose other than what is customary for such areas.

### Temporary Parking on Tract H. Notwithstanding the foregoing, the Owners of Lots 40-131 may temporarily park vehicles on Tract H in a location that is directly adjacent to that Owner’s Lot solely for loading and unloading purposes for a maximum of thirty (30) minutes; provided, however, that Owners of Lots 40-131 shall in no event park vehicles in such a way that prevents or blocks vehicular access through, to and from Tract H or to and from any Lot, and there shall always be sufficient room for vehicular access through, to and from Tract H. If an Owner parks vehicles on Tract H in such a manner that violates any provision of this Declaration including this Section 5.1.1, then the Association may take any action it deems reasonable or necessary to cure such violation, including but not limited to towing the offending vehicle and assessing the cost thereof on the Owner as a Special Assessment or imposing fine(s) on the Owner. The Board may establish such further Rules and Regulations regulating the temporary parking of vehicles on Tract H as the Board deems necessary.

## Maintenance of Common Area and Commonly Maintained Property. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area and Commonly Maintained Property, including but not limited to Common Area landscaping, open space, irrigation systems, stormwater facilities, walkways, private roads, street signs, entrance monuments and gates, fences, signs, mailboxes, and trails, except where such maintenance is assumed by a government body or agency, or utility company. The cost of such maintenance shall be at the equal expense of the Owners of the Lots. The Association shall keep the Common Area and Commonly Maintained Property in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to carry out the purpose for which such Common Areas and Commonly Maintained Property are intended.

### Maintenance of Tract H. Notwithstanding anything to the contrary in this Declaration, the cost of the maintenance, repair, replacement, and upkeep of Tract H (the private alley that the Association owns and maintains and is open to the public by easement) shall be a Special Assessment to Lots 40-131 in accordance with Section 11.6.5.

### Maintenance of Offsite Stormwater Facilities. Notwithstanding anything to the contrary in this Declaration or on the Plat, the Association shall be responsible for performing all obligations (including maintenance, repair and replacement obligations), and shall have all rights, of “Grantee” under (a) that certain Stormwater Drainage Easement Agreement by and between Declarant and Christy J. Schultz, as Trustee of the Christy J. Schultz Trust, dated March 10, 2023 and recorded under Instrument No. 2023 00010407, Marion County Records, and (b) that certain Stormwater Drainage Easement Agreement by and between Declarant and Tukwila Partners, dated July 31, 2023 and recorded under Instrument No. 2023-23356, Marion County Records.

## Alterations to Common Area. Only the Association or any governmental agency with jurisdiction over the Common Area shall be allowed to construct, reconstruct, or alter any improvement located on the Common Area. A proposal for any construction of or alteration, maintenance or repair to any such improvement may be made at any Board meeting. A proposal may be adopted by the Board, subject to the limitations contained in this Declaration or the Bylaws. In the event the Association seeks to alter the fencing located on Tract D, the fence or fencing maximum height is three and one-half feet (3½’) per land use final decision Attachment 202, Part C.2.

## Funding. Expenditures for alterations, maintenance or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. The Board may levy an Assessment to fund any construction, alteration, repair or maintenance of the Common Area and Commonly Maintained Property for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.

## Landscaping. All landscaping within the Common Area shall be maintained and cared for in a manner that is consistent with Declarant’s or the ARC’s original approval of such landscaping. Weeds and diseased or dead lawn, tree, ground cover or shrubs shall be removed and replaced. Grass shall be neatly mowed, and trees and shrubs shall be neatly trimmed. The Owners shall maintain all portions of the landscaping on their Lots. All landscaping shall be irrigated in a horticulturally proper manner, subject to water use restrictions or moratoria by government bodies or agencies. See also land use final decision Attachment 203, Part B.

## Association Maintenance of Lots and Homes.

### Maintenance Obligations. The Association shall not maintain, repair, or replace the Homes. By policy resolution, the Board may clarify the Association’s maintenance obligations or identify other elements to be maintained by the Association.

### Cost of Maintenance. The cost of all maintenance required to be performed by the Association is a Common Expense; provided that if the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, his or her family, tenants, guests, contractors or invitees, and to the extent such maintenance or repair is not covered by the Association’s insurance policy, the costs of such maintenance and repair may, in the discretion of the Board, be charged to the Owner as a Special Assessment.

### Association Right of Entry. Upon notice given to the Owner or an Occupant, the Association and any other person authorized by the Association shall have the right to enter upon any Lot at any reasonable time, and from time to time at reasonable intervals, to carry out and perform the Association’s maintenance and repair obligations described in this Section 5.6. Notices of entry under this Section 5.6 shall be made in advance and for a reasonable time, except in the case of an emergency when the right of entry shall be immediate without notice.

## Owner Maintenance Obligations. Each Owner shall be responsible for maintaining their Home and Lot in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance responsibility shall include, but not be limited to, the following:

### Maintaining, repairing, replacing, and cleaning all glass (in exterior windows, skylights and doors), window screens, storm windows, entry stairs, exterior doors, storm doors, screen doors, garage doors and garage door opening devices.

### Maintaining, repairing, replacing, and keeping in good working order and repair all electrical and mechanical doorbells, door knockers, light bulbs in exterior light fixtures and other similar items of hardware attached to the Home.

### Maintaining, repairing, replacing, and keeping in good working order the interiors of the Homes, including without limitation, all electrical wiring, fixtures, plumbing, appliances (built-in or free-standing), heating, air conditioning, sewage disposal and fire protection systems, and all other improvements located within the Home.

### Keeping in good repair and safe condition, shrubs, trees, grass and plantings of every kind on the Owner’s Lot neatly trimmed, properly cultivated, and free of weeds.

### Maintaining, repairing, replacing, and keeping in a neat and healthy condition all landscaping located on the Lots, unless such landscaping is the responsibility of the Association pursuant to Section 5.6.

### Regarding the Owners’ maintenance of sidewalks and street trees adjacent to their Lots, see City Ordinance Nos. 1917 (1985) and 2424 (2007) or as amended.

## Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of condemnation, the Association shall give notice to each Owner and the Eligible Mortgagees. The Association shall represent the interest of all Owners in any negotiations, suit, action or settlement in connection with such matters. The condemnation award shall be applied first to restoration of the Common Areas not taken, unless holders of at least seventy-five percent (75%) of the Class A voting power of the Association and seventy-five percent (75%) of their Eligible Mortgagees, and the Class B Member(s), if any, agree that the remaining Common Areas shall not be restored, and then to such other purposes as the Board may determine in its discretion (including payment to the Owners and their Mortgagees as their interests may appear).

## Damage or Destruction of Common Area Caused by an Owner. If due to any act, omission, or neglect of an Owner or a member of his or her family or his or her household pet or of a guest or other Occupant or visitor of such Owner, damage is caused to the Common Areas or any Commonly Maintained Property, or if damage otherwise originates from an Owner’s Lot or Home, then such Owner shall be responsible to pay to repair, replace, or reconstruct the damaged Common Areas or Commonly Maintained Property as a Special Assessment, including any deductible required under the Association’s insurance.

## Damage or Destruction to Common Areas.

### In the event of damage to the Common Areas or Commonly Maintained Property, the Association shall promptly, and in all events within thirty (30) days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance, and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss.

### The Association shall promptly (but not later than sixty (60) days after the date of damage), notify the Owners and Eligible Mortgagees, of: (a) the date of damage; (b) the nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby; (c) a reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors; (d) the expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer; (e) the amount of the deductible to be paid by an Owner pursuant to Section 7.9.2; (f) the amount of available Reserves or other Association funds, although the Board is not required to use any Reserves or other Association funds; (g) the amount by which the estimated cost of repair exceeds the amounts available under (d)-(f) herein and whether the Association will make a Special Assessment to pay the excess cost of repair as a Common Expense.

### The Association shall repair and restore the damaged portion of the Common Areas or Commonly Maintained Property unless, within fourteen (14) days of the notice described in Section 5.10.2, the Board or more than ten percent (10%) of the Owners have requested a special meeting of the Association. The special meeting must be held within thirty (30) days of the request for a special meeting. At the time of such meeting, unless seventy-five percent (75%) of the Class A Members, whether in person, by writing or by proxy, with the approval of seventy-five percent (75%) or more of Eligible Mortgagees, and the Class B Member(s), if any, vote not to repair, reconstruct, or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt.

### All repair, reconstruction, rebuilding, or restoration shall begin within six (6) months following the damage or destruction, and shall be diligently pursued and completed within twelve (12) months following the damage or destruction, unless work is delayed by causes beyond the reasonable control of the Association.

### In the event of a decision not to repair the damage under Section 5.10.3, the Board may nevertheless expend so much of the insurance proceeds and Association funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining insurance proceeds shall be distributed as provided in Section 7.10.

## Damage or Destruction to Home and/or Lot. If any portion of a Home or Lot is damaged or destroyed by fire or other casualty, each Owner shall repair, reconstruct, and rebuild the damaged portions of their Home or Lot to substantially the same condition that existed prior to the damage or destruction at their sole cost and expense. All repair, reconstruction, rebuilding, or restoration shall begin within thirty (30) days following the damage or destruction, and shall be diligently pursued to completion within twelve (12) months following the damage or destruction, unless work is delayed by causes beyond the reasonable control of the Owner.

## Power of Association to Sell, Convey or Grant Security Interest in Common Area. The Association may sell, convey or subject to a security interest any portion of the Common Area pursuant to the processes and limitations set forth in the Act.

# ARCHITECTURAL REVIEW COMMITTEE

## Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article’s purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant’s responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC’s consent.

## Architectural Review Committee, Appointment and Removal. Declarant shall act as the ARC during the Declarant Control Period. After the Declarant Control Period, or such earlier time as the Declarant may elect in writing, the Board shall have the right to appoint and remove members of the ARC. After the Board has the right to appoint the members of the ARC, the ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC.

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

## Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines (“***Architectural Standards***”).

## ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within fifteen (15) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days. In the event of such extension requests, if the ARC does not render a written decision within the extension period, the application shall be deemed approved; provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

## ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Dove Landing. The ARC may consider siting, shape, size, color, design, height, view preservation, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

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

## Appeal. Any Owner adversely impacted by action of the ARC may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, within ten (10) days after the ARC’s action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding upon the appealing Owner and the ARC; provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days.

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

## Determination of Compliance. The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

## Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or an Owner has constructed an improvement without obtaining ARC approval, and the ARC sends a notice of noncompliance to such Owner and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5 p.m. on the third (3rd) day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner’s continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within ten (10) days after the date of the ARC’s determination. If the Owner does not comply with the ARC’s ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be levied as a Special Assessment against the Owner’s Lot either before or after any remedial action is taken.

## Liability. Neither the ARC nor any member thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his actual knowledge, acted in good faith.

## Estoppel Certificate. Within fifteen (15) working days after the ARC’s receipt of a written request from an Owner and the ARC’s receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner’s heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

## Fees. The ARC may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers and other consultants to advise the ARC concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards. Such fees shall be collectible as Assessments.

## Exemptions from ARC. The Declarant and any Commercial Homebuilder acquiring Lots from the Declarant shall be exempt from the requirement to submit and have plans approved by the ARC.

# INSURANCE

## General. The Board shall obtain and maintain at all times, for the benefit of the Association and the Owners, and shall pay as a Common Expense, insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design and such other insurance as the Board may deem advisable or as may be required by the Act, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Veterans Administration or similar agencies or lending institutions.

## Types of Insurance Policies Maintained by the Association. The Board shall obtain and maintain at all times, for the benefit of the Association and the Owners, and shall pay as a Common Expense, the following insurance to the extent that it is available at a reasonable cost:

### Property Insurance. A policy or policies of property insurance for all insurable improvements in the Common Areas, which insures against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, for the full replacement costs of any repair or reconstruction in the event of damage or destruction from any hazard. To the extent such insurance is available and, if available at a reasonable cost, the Board shall obtain earthquake insurance.

### Liability. A policy or policies insuring the Association, its Board, and the community manager against any liability to the public or the Owners and their invitees or tenants, incident to the negligence of the Association. Limits of liability under such insurance shall be in amounts generally required by Mortgagees for planned communities of similar construction, location, and use which shall be at least One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage per occurrence, and Two Million Dollars ($2,000,000) general aggregate. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial general liability form and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

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

### Crime; Employee Dishonesty Insurance. A crime or employee dishonesty policy that covers Board members, the management company, employees of the management company and a bookkeeper, if any.

### Directors and Officers Insurance. Directors and Officers Insurance insuring the directors and officers of the Association.

## Fidelity Bond. Unless otherwise exempt under the Act, the Board shall obtain and maintain on behalf of the Association fidelity bond coverage for (a) all persons with access to Association funds, including directors, officers, employees, managing agents and their employees, or other entity with which the Association contracts, and (b) computer fraud and funds transfer fraud (the “***Fidelity Bond***”). Unless otherwise exempt under the Act, the amount of the Fidelity Bond must be at least equal to the combined amount of (i) funds maintained in the name of the Association under this Declaration and the Act, and (ii) any obligations issued by the United States government purchased by the Association. The Board, in its discretion, may increase the Fidelity Bond Coverage in excess of the amounts required under the Act. The cost of the Fidelity Bond shall be a Common Expense of the Association.

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

## Insurance Policy Provisions. The Board shall make commercially reasonable efforts to secure insurance policies that will provide for the following:

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

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

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

### No Other Insurance Clauses. A provision that any “no other insurance” clause in the master policy exclude individual Owners’ policies and not otherwise prevent such individual policies from providing coverage for damage to Homes, Lots or Common Areas.

## Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Section 7.2 shall be the Association, as trustee for each of the Owners and Owners’ Mortgagees, if any, in accordance with their respective interests in the Property. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to Section 7.10, insurance proceeds must first be disbursed for the repair or restoration of damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored, or this planned community is terminated. All claims made against the Association’s insurance policies must be approved and filed by the Board. Each Owner appoints the Association or any insurance trustee or successor trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintain such insurance, including the collection and appropriate disposition of proceeds thereof, the negotiation of losses and execution of release of liability, and the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

## Additional Insurance Requirements. The foregoing insurance requirements are in addition to any other insurance requirements contained in the Bylaws.

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

## Deductible Provisions.

### Deductible Amount. The Board may negotiate the amount of the deductible in all Association insurance policies at such limits as are reasonable and customary under the circumstances and the deductible amount may be set at different levels for different insured risks. Notwithstanding anything to the contrary in the Act or this Declaration, the deductible of any Association insurance policy shall not exceed the greater of: (a) the maximum deductible acceptable to the Federal National Mortgage Association or (b) $10,000. The deductible amount shall be added to the face amount of the Association’s insurance policies in determining whether the insurance equals at least the full replacement cost.

### When Paid. If there is a loss under any of the Association’s insurance policies, the Board, in its discretion, may adopt a resolution that assigns the responsibility for payment of the amount of the deductible. The resolution must include, but need not be limited to: (a) the circumstances under which the deductible will be (i) charged against the Owner(s) affected by a loss, or (ii) charged against all Owners; and (b) the allocation of the deductible under this Section 7.9.2. If no such resolution has been adopted, the Association shall be responsible for the deductible.

## Use of Insurance Proceeds. If the insurance proceeds payable to the Association and Owners under the policies maintained under this Article 7 are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, then the cost of repair or replacement in excess of the insurance proceeds available shall be a Common Expense of the Association, and the Association shall make an Assessment against all Owners, unless the damage or destruction resulted from the acts or omissions of a specific Owner(s), in which case the Association shall assess the Owner(s) responsible for the damage or destruction. If all of the damage or destroyed portions of the insured property are not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Property and the remainder of the proceeds shall be distributed to all Owners or lienholders, as their interests may appear, in proportion to the Common Expense Liability of all Lots.

# MEMBERSHIP IN THE ASSOCIATION

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

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

## Voting Rights. The Association shall have two (2) classes of voting members: Class A Members and Class B Members.

### During Declarant Control Period. During the Declarant Control Period with respect to all matters upon which Owners are entitled to vote, each Class A Member shall have one (1) vote for each Lot owned, and the Class B Member shall have three (3) votes for each Lot owned.

### After Declarant Control Period. After the Declarant Control Period, each Class A Member shall have one (1) vote for each Lot owned, and the Class B Member shall have one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote. After the Declarant Control Period, the total number of votes in the Association shall be equal to the total number of Lots subject to this Declaration.

### No Fractional Voting. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

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

# MANAGEMENT OF THE ASSOCIATION

## Management by Declarant; Interim Board and Officers. Declarant hereby reserves administrative control of the Association until the Turnover Meeting. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the “***Interim Board***”), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting. At Declarant’s option, the Interim Board shall consist of one (1) or three (3) Directors. Notwithstanding the provision of this Section, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

## Declarant Duties. Declarant shall undertake the following:

### Conduct the initial Reserve Study (as specified in Section 11.8.2 below).

### Establish the Reserve Account (as specified in Section 11.8.2 below).

### Prepare the initial Maintenance Plan (as specified in Section 9.6.10 below).

## Transitional Advisory Committee. Declarant shall form a transitional advisory committee (the “***Transitional Advisory Committee***”) as provided under the Act to provide for the transition of administrative responsibility for the Association from Declarant to the Class A members. The Transitional Advisory Committee will consist of at least three (3) members. Declarant shall have the right, but not the obligation, to select and appoint one (1) of the members of the Transitional Advisory Committee. The Class A members shall have the right to select and appoint the remaining members of the Transitional Advisory Committee not appointed by Declarant. An Owner may call the Transitional Advisory Committee meeting (as specified in the Bylaws) if Declarant fails to do so.

## Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members (the “***Turnover Meeting***”) no later than ninety (90) days after the earlier of the following dates (the “***Turnover Date***”):

### Based on Lot Sales. The date on which one hundred percent (100%) of the Lots have been sold and conveyed by Declarant to third parties other than Declarant or any Commercial Homebuilder; or

### Optional Turnover. At such time as Declarant has elected in writing to terminate Class B membership and terminate the Declarant Control Period.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Turnover Meeting required under this Section, the Transitional Advisory Committee or any Owner may do so.

## Management by Elected Board of Directors. At the Turnover Meeting, the Association shall hold an election to elect the Board of Directors (the “***Board***”), which shall be comprised of Owners. Upon election of the Board, all power and authority of the Association shall vest in the Board. The number of directors on the Board shall be specified in the Bylaws and shall be sufficient to adequately handle the affairs of the Association. The Board may delegate all or any portion of its management duties to a managing agent or officer of the Association as provided for in the Bylaws. All Board offices shall be open for election at an organizational meeting. The Board shall elect from among its members a president who shall preside over meetings of the Board and the meetings of the Association. Meetings of the Board shall be conducted in accordance with the Bylaws and the Act.

## Authority and Duties of the Board. The Board shall act on behalf of and for the Association, for the benefit of the Owners, and shall have all powers and authority permitted to the Board under this Declaration and any applicable law, including but not limited to the following:

### Assessments. Establish and collect regular Assessments (and to the extent necessary and permitted hereunder, Special Assessments) to pay all Common Expenses and expenses attributable to carrying out its duties hereunder and maintain an adequate reserve fund for the maintenance, repair, improvement and replacement of those portions of the Common Areas or facilities which must be maintained, repaired or replaced on a periodic basis, which reserve shall be funded by the above Assessments. The Association may impose and collect charges for late payments of any Assessments.

### Special Assessments. Establish and collect Special Assessments as provided in Section 11.6 and impose and collect charges for late payments of any Special Assessments.

### Reserve Account. Establish and maintain the Reserve Account as provided in Section 11.8.

### Services. Obtain the services of persons or firms as required to properly manage the affairs of Dove Landing to the extent deemed advisable by the Board including legal and accounting services, property management services as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Areas, whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

### Utilities. Obtain water, sewer, garbage collection, electrical, telephone, gas and any other necessary utility service, including utility easements and street lighting, as required for the Common Areas.

### Insurance. Obtain and pay for policies of insurance or bonds providing Common Areas casualty and liability coverage, and for fidelity of Association officers and other employees, the requirements of which are more fully set forth in Article 7. At least annually, the Board shall review the insurance coverage of the Association.

### Tax Returns. Annually cause to be filed the necessary income tax for the Association.

### Maintenance and Repair of the Common Areas. Pay for all costs and expenses related to painting, maintaining, replacing, repairing and all landscaping and gardening work for the Common Areas and improvements located thereon so as to keep the Property in good, clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations and the provisions of this Declaration. The foregoing shall include any replacing and repairing of furnishings and equipment, if any, for the Common Areas as the Board shall determine are necessary and proper.

### Maintenance of Rights of Way, Etc. To the extent deemed advisable by the Board, pay for the costs of maintaining, repairing, replacing, and landscaping rights of way, traffic islands and medians, or other similar areas which are within or adjacent to the Dove Landing boundaries, and which are owned by or dedicated to a governmental entity, if said governmental entity fails to do so; provided, each Owner at the Owner’s expense (rather than the Association) shall maintain and landscape such areas as are adjacent to such Owner’s Lot. Regarding property owners maintaining adjacent sidewalk and street trees, see Ordinance Nos. 1917 (1985) and 2424 (2007) or as amended.

### Maintenance Plan. Prepare a maintenance plan (the “***Maintenance Plan***”) in accordance with the Act for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibilities under this Declaration, the Bylaws, or the Act. The maintenance plan shall: (i) describe the maintenance, repair and replacement to be conducted; (ii) include a schedule for the maintenance, repair and replacement; (iii) be appropriate for the size and complexity of the maintenance, repair and replacement responsibilities of the Association; and (iv) address issues that include but are not limited to warranties and the useful life of the items for which the Association has maintenance, repair and replacement responsibilities. The Board shall review and update the Maintenance Plan as necessary. Declarant shall prepare the initial Maintenance Plan.

### Fences, Landscaping, Etc. To the extent deemed advisable by the Board, pay for the cost of constructing, maintaining, repairing and replacing perimeter and interior fences, if any, and landscaping and improvements on easements, if any, which are located on or across Lots; provided, the Board at its option may require an Owner at the Owner’s sole expense to maintain, repair and replace such fences, landscaping and improvements as are adjacent to such Owner’s Lot. All such perimeter and interior fences shall be constructed, maintained, repaired and replaced in accordance with common fence design standards that the ARC may adopt from time to time.

### Enforce Declaration. Enforce the applicable provisions of this Declaration for the management and control of Dove Landing.

### Contracting and Payment for Materials, Services, Etc. Contract and pay for any materials, supplies, labor or services which the Board determines are necessary or proper for the enforcement of this Declaration, including legal, accounting, management or other services; provided that if for any reason any materials, supplies, labor or services are provided for particular Lots or their Owners, the cost thereof shall be specially charged to the Owners of such Lots as a Special Assessment.

### Attorney-in-Fact. Each Owner, by the mere act of becoming an Owner, shall irrevocably appoint the Association as his/her attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the planned community, to deal with the planned community upon damage or destruction, and to secure insurance proceeds.

### Borrowing of Funds. In the discharge of its duties and the exercise of its powers as set forth herein, but subject to the limitations set forth herein, the Board may borrow funds on behalf of the Association.

### Adoption of Rules and Regulations; Fines. When and to the extent deemed advisable by the Board, to adopt reasonable Rules and Regulations governing the maintenance and use of Dove Landing and other matters of mutual concern to the Owners, which Rules and Regulations are not inconsistent with this Declaration and the Bylaws and which treat all Owners fairly and on a non-discriminatory basis. To the extent permitted under the Act, the Board may impose and collect charges for late payments of Assessments and, after notice and an opportunity to be heard by the Board or by a representative designated by the Board in accordance with procedures as provided in the Bylaws or Rules and Regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violation of the Bylaws, Rules and Regulations of the Association.

### Employment of Agents, Advisers, and Contractors. The Association, through its Board, may employ the services of any person or corporation as manager, hire employees to manage, conduct and perform the business, obligations and duties of the Association; employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to landscape architects, recreational experts, architects, planners, lawyers, and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property; provided, however the Association may not incur or commit to incur attorney’s fees in excess of $10,000 for any specific matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the Class A Members in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to attorney’s fees incurred in defending the Association or the Board from claims or litigation brought against them or attorney’s fees incurred in collection of Assessments. The limitation set forth in this paragraph shall increase by $1,000 on each fifth anniversary of the recording of this Declaration.

### Additional Powers of the Association. In addition to the duties and powers of the Association as specified in this Declaration, but subject to the provisions of this Declaration, the Association, acting through the Board, shall have the power to do all other things that it may deem reasonably necessary to carry out its duties and the purposes of this Declaration.

## Meetings of the Association. The Association shall hold at least one meeting of the Owners each calendar year. Special meetings of the Association may be called by the President of the Board, by a majority of the Board or by the President or Secretary upon receipt of a written request of a percentage of Owners specified in the Bylaws of the Association; provided, however, that the Bylaws shall not require a percentage greater than fifty percent (50%) or less than ten percent (10%) of the votes of the Class A Members for the purpose of calling a meeting. Not less than ten (10) or more than fifty (50) days before any meeting called under this Section 9.7, the Secretary or other officer specified in the Bylaws shall cause a notice to be hand delivered or mailed to the mailing address of each Owner (or to the mailing address designated in writing by the Owner), and to all Mortgagees that have requested the notice. Such notice of a meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes or any proposal to remove a director or officer. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

## Termination of the Association. In the event the Association is dissolved, the Association shall be subject to the provisions of ORS 94.626. Prior to any proposed dissolution of the Association, the Association shall first provide written notice of its intent to dissolve to the City of Woodburn, City Hall, 270 Montgomery Street, Oregon, , 97071-4730, copies to the attention of the Assistant City Administrator and Public Works Director. City Administration can be reached by phone at (503) 982-5228.

# DECLARANT’S SPECIAL RIGHTS

## General. Declarant is undertaking the work of developing Lots and other improvements within Dove Landing. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property and Additional Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Area and each Lot on the Property, Declarant shall have the special rights set forth in this Article 10.

## Declarant Control Period. During the Declarant Control Period, the Association and the ARC, together with the Common Area administered by the Association shall, for all purposes, be under the management and administration of Declarant or its successors or assigns including, without limitation, the right to appoint or remove directors of the Interim Board, officers of the Association and members of the ARC. In addition, Declarant shall have the right to veto or approve any proposed action of the Interim Board, the Board, the ARC or the Association.

Following the Turnover Meeting, the Association shall have the authority and obligation to manage and administer the Common Area and to enforce this Declaration. Such authority shall include all authority provided for in the Act, the Articles of Incorporation, the Bylaws, the Rules and Regulations and this Declaration, together with other duties that may be assigned to the Association in any easement or in the Plat.

## Marketing Rights. Declarant shall have the right to maintain sales offices, management offices, signs advertising Dove Landing, Lots and Homes, models on Lots which Declarant owns or on the Common Areas, and signs, including “For Sale” signs, on the Lots or on the Common Areas advertising the Lots in compliance with applicable state and local laws and ordinances. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of “For Sale” signs at reasonable locations on the Property, including, without limitation, on the Common Area.

## Declarant Easements. Declarant reserves easements over the Property as more fully described in Article 3.

## Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

## Control of the ARC. Declarant shall have the right, but not the obligation, to control all aspects of the ARC, including the modification or adoption of the Architectural Standards as described in Article 6 herein.

## Special Declarant Rights. In addition to the rights and powers of Declarant set forth in this Article 10 and elsewhere in this Declaration, during the Declarant Control Period Declarant (or persons appointed by Declarant) shall have, without limitation, the following rights and powers (the “***Special Declarant Rights***”): (i) to construct and complete the construction of the improvements indicated on the Plat; (ii) to exercise any special declarant right or right of declarant control exercisable by the Declarant or the Association, as the case may be, under the Act or other applicable Oregon law; (iii) to use easements through Dove Landing and all Common Area for the purpose of making improvements to the Lots or Dove Landing or to real property which may be added to Dove Landing; (iv) to make Dove Landing part of a larger association or development pursuant to applicable law; (v) to expand Dove Landing or withdraw property from Dove Landing; and (vi) to convert unsold Lots into Common Areas. The scope of Special Declarant Rights set forth in this Section may not be increased by amendment after the sale of the first Lot, unless such amendment is approved by Owners other than Declarant representing seventy-five percent (75%) of the total voting power of the Association.

# FUNDS AND ASSESSMENTS

## Purpose of Assessments; Expenses. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of Dove Landing, for the improvement, operation and maintenance of the Common Area and the Commonly Maintained Property, for the payment of obligations of the Association, for the administration and operation of the Association and for property and liability insurance.

## Covenants to Pay. Owners covenant and agree to pay the Association the Assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All Assessments for operating expenses, repairs and replacement and reserves shall be allocated among the Lots and their Owners as set forth in Section 11.5.2. Subject to Sections 11.3, 11.4, and 11.6, Lots owned by the Declarant and any Commercial Homebuilder shall not be subject to assessment.

### Funds Held in Trust. The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in this Declaration. The Assessments are the property of the Association and are not refundable to Owners. Upon the sale or transfer of any Lot, the Owner’s interest in such funds shall be deemed automatically transferred to the transferee of the applicable Lot.

### Offsets. No offsets against any Assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

### Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Operating Account.

## Commencement of Assessments. Assessments shall begin accruing for all Lots upon the first conveyance of a Lot to an Owner other than the Declarant or any Commercial Homebuilder. Notwithstanding anything to the contrary in the Act or this Declaration, the Declarant may defer Assessments until a date selected by the Declarant and instead pay all actual Common Expenses of the Association, provided that in no event shall Assessments commence later than the date of the Turnover Meeting. The Declarant shall determine the initial amount of Assessments. To the extent that the negligence or misconduct of an Owner or Occupant of a Lot causes the Association to incur any expense, the Association may assess that expense against that Lot, whether or not Assessments have commenced.

## Commencement of Reserve Assessments. Reserve Assessments shall begin accruing for all Lots upon the first conveyance of a Lot to an Owner other than the Declarant or any Commercial Homebuilder. Prior to the Turnover Meeting, the Declarant and any Commercial Homebuilders shall be exempt from paying Reserve Assessments on any unsold Lots. After the Turnover Meeting, the Declarant and any Commercial Homebuilders shall pay all Reserve Assessments on all Lots owned by the Declarant and such Commercial Homebuilders.

## Determination of Assessment Amount; Payment of Assessments. The initial Assessments and the implementation thereof shall be determined by the Declarant. Following the Turnover Meeting, the Board shall approve a budget for each fiscal year in accordance with the Act and this Declaration. At the Board’s discretion, Assessments may be made on an annual basis or in equal monthly installments. Unless otherwise specified by the Board, if paid annually, Assessments shall be due and payable on the first day of each calendar year during the term of this Declaration, or if paid monthly each installment shall be due on the first day of each calendar month.

### Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Owner a pro forma operating statement and budget containing: (i) estimated revenue and expenses; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area, Commonly Maintained Property and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Area and Commonly Maintained Property; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area and Commonly Maintained Property. In the year Assessments begin, and annually thereafter, the Board shall prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the Assessments to be levied against the Owner’s Lot for that year, not less than sixty (60) days and not more than ninety (90) days prior to the beginning of the fiscal year. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary of the budget to all Owners. If any Additional Property has been annexed, the Board shall approve a new budget for the remainder of the current fiscal year.

### Allocation of Assessments. All charges described in the Association’s annual budget shall be charged and assessed equally against all Lots. After annexation of any Additional Property resulting in the creation of additional Lots, the allocation and assessment of the charges in the budget shall be reallocated equally to all Lots subject to this Declaration.

### Nonwaiver of Assessments. If before the expiration of any year the Association fails to fix the Assessment amount for the next year, the amount of Assessments established for the preceding year shall continue until a new annual Assessment is fixed.

## Special Assessments. The Board shall have the power to levy Special Assessments against an Owner or all Owners in the following manner for the following purposes; provided however, the Declarant shall be exempt from Special Assessments:

### Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

### Special Obligations of an Owner. To collect amounts due to the Association from an Owner for (a) breach of the Owner’s obligations under this Declaration, the Bylaws, or the Rules and Regulations, or (b) reimbursement for costs and expenses incurred by the Association caused by an Owner’s negligence or misconduct. A Special Assessment levied under this Section 11.6.2 shall not be levied by the Association except upon at least ten (10) days’ written notice to the Owner being assessed. If within said ten (10) day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. The Board shall conduct such hearing not less than ten (10) nor more than thirty (30) days after the request by the Owner, and shall make its decision within not more than thirty (30) days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner’s failure to appear) for the violation resulting in the Special Assessment, no additional notice and hearing is required before levying the Special Assessment pursuant to this Section 11.6.2;

### Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board;

### Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least eighty percent (80%) of the total voting power of the Association; or

### Commonly Maintained Property Benefiting Fewer Than All Lots. To collect any expenses or liabilities attributable to Common Areas or Commonly Maintained Property or other real property or improvements thereon, or goods or services, benefiting one or more but fewer than all the Lots.

## Working Capital Contribution. On the initial sale of each Lot, the purchaser of the Lot shall pay a working capital contribution to the Association in the amount equal to one-quarter (1/4) of the Assessment for that year. The working capital contribution is not a payment towards the Association’s regular Assessments, but instead a contribution to the working capital of the Association. The Declarant may not use the working capital contributions to defray any Association or Declarant costs during the Declarant Control Period.

## Accounts.

### Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be clearly designated as (i) the Operating Account and (ii) the Reserve Account. The Board shall deposit those portions of the Assessments collected for current maintenance and operation into the Operating Account and shall deposit those portions of the Assessments collected as reserves for major maintenance, repair, replacement and deferred maintenance of the Common Area and Commonly Maintained Property into the Reserve Account. Withdrawal of funds from the Reserve Account shall require the approval of either two (2) Directors or one (1) Director and an officer of the Association who is not a Director. In its books and records, the Association shall account separately for operating expenses relating to the Common Area and Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Common Area and Commonly Maintained Property and necessary reserves relating to all other matters.

### Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Reserve Account shall be funded by a portion of the Assessments against the Lots, as determined by the Board (the “***Reserve Assessments***”). Reserve Assessments shall be based on the estimated remaining life and current replacement cost of Common Areas and Commonly Maintained Property which normally requires major maintenance, repair or replacement, in whole or in part, within one (1) to thirty (30) years. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of Common Area property and Commonly Maintained Property that normally requires major maintenance, repair or replacement, in whole or in part, within one (1) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds from the Reserve Account may be used for ordinary current maintenance and operation purposes. The Reserve Account need not include reserves for any of the following: (i) items that can reasonably be funded from the general budget or other funds or accounts of the Association; or (ii) items for which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of this Declaration or Bylaws.

#### Calculation of Reserve Assessment; Reserve Study. The Board shall annually determine the Reserve Account requirements, if any, by conducting a reserve study pursuant to ORS 94.595, as may be hereafter amended (the “***Reserve Study***”) or reviewing and updating an existing Reserve Study of the Common Area and Commonly Maintained Property. The Reserve Study shall include:

##### Identification of all items for which reserves are required to be established;

##### The estimated remaining useful life of each item as of the date of the Reserve Study;

##### The estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and

##### A thirty (30) year plan for maintenance, repair or replacement of Common Area and Commonly Maintained Property with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair, and replacement schedule.

Within thirty (30) days after conducting the Reserve Study, the Board shall provide every Owner a written summary of the Reserve Study and of any revisions to the thirty (30) year plan adopted by the Board or the Declarant as a result of the Reserve Study.

After review of the Reserve Study, the Board may, without any action by the Owners: (i) adjust the amount of payments as indicated by the Reserve Study or update thereof; and (ii) provide for other reserve items to be included in the Reserve Account that the Board, in its discretion, may deem appropriate. Unless the Board determines pursuant to this Section that the Reserve Account will be adequately funded for the following year, the Board or Owners may not vote to eliminate funding the Reserve Account; provided, however, that notwithstanding the foregoing, after the Turnover Meeting, on an annual basis, the Board, with the approval of all of the Owners, may elect not to fund the Reserve Account for the following year.

#### Loan From Reserve Account. After the Turnover Meeting, the Association may borrow funds from the Reserve Account to meet high seasonal demands on the Association’s regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from Assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

#### Investment of Reserve Account. Assessments paid into the Reserve Account shall be kept with a federally insured financial institution, shall be accounted for separately and, if invested, the Association must comply with all provisions in the Act.

#### Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to Owners. No Owner shall have any individual rights in the Reserve Account.

### Operating Account. All costs other than those to be paid from the Reserve Account shall be paid from the Operating Account.

## Statement of Assessments. The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

### The amount of Assessments due from the Owner and unpaid at the time the request was received, including: (a) regular and special assessments, including any Reserve Assessments; (b) fines and other charges; (c) accrued interest; and (d) late payment charges;

### The percentage rate at which interest accrues on Assessments that are not paid when due; and

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

The Association is not required to comply with Section 11.9 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

# ENFORCEMENT

## Violation of Governing Documents. If an Owner violates any provision of this Declaration, the Bylaws, or any Rules and Regulations of the Association (other than a default in the payment of Assessments, pursuant to Section 12.2), then the Board, acting on behalf of the Association, may notify the Owner in writing of the specific violation. If the Owner is unable, is unwilling, or refuses to comply with the Association’s specific directives for remedy or abatement of the violation, then the Board, acting on behalf of the Association, shall have the right to do any or all of the following:

### Fines. Subject to the requirements of the Act, the Association shall have the right to impose reasonable fines upon an Owner who violates this Declaration, the Bylaws or any Rules and Regulations, in the manner and amount the Board deems appropriate in relation to the violation.

### Removal or Cure of Violation. The Association shall have the right to enter the offending Lot and remove the cause of the violation, or alter, repair or change the item that is in violation of this Declaration, the Bylaws or any Rules and Regulations in such a manner as to make it conform thereto, in which case the Association may assess the offending Owner for the entire cost of the work done, which amount shall be levied against the offending Owner as a Special Assessment, provided that in all cases the Owner is first given an opportunity to be heard with respect to the violation, and no items of construction shall be altered or demolished in the absence of arbitration or judicial proceedings.

### Suspension of Voting and Use Rights. The Association shall have the right to suspend the offending Owner’s voting rights and the right to use the Common Areas for the period that the violation remains unabated, provided that the Association shall not deprive an Owner of access to or from the Owner’s Lot and further provided that the Board shall provide the offending Owner with written notice and an opportunity to be heard prior to suspending the Owner’s right of access to or use of any Common Areas to the extent required by applicable law.

### Other Remedies. The Association shall have the right to bring an action against the Owner to enforce this Declaration, the Bylaws or any Rules and Regulations of the Association and shall have all other remedies available to it by law or in equity.

## Default in Payment of Assessments; Enforcement of Liens.

### Association Lien. The Association shall have a lien against each Lot for any Assessment or installment thereof. The Association’s lien shall secure payment of all future Assessments or installments, interest, late charges, penalties, fines, attorneys’ fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The Association’s lien shall have the priority established pursuant to the Act. Recording of this Declaration constitutes record notice and perfection of the lien.

### Personal Obligation. All Assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such Assessment pertains. In a voluntary conveyance (i.e., one other than through foreclosure or a deed in lieu of foreclosure), the grantee shall be jointly and severally liable with the grantor for all Assessments imposed through the recording date of the instrument effecting the conveyance.

### Enforcement of Lien. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.709 shall apply to the Association’s lien. The Board, acting on behalf of the Association, may foreclose the lien in the manner provided in the Act. The Association, through its duly authorized agents, may bid on the Lot at a foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.

### Acceleration of Assessments. If an Owner is delinquent in payment of any Assessment or installment thereof, the Association, upon not less than ten (10) days’ written notice to the Owner, may accelerate the due date of the full Assessment for that fiscal year and all future installments of any Assessments.

### Suit or Action. The Association may bring an action to recover a money judgment for unpaid Assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in Section 12.2.1. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

### Late Charges. Subject to the Act, the Association shall have the right to impose a late charge for each delinquent Assessment in an amount established from time to time by resolution of the Board.

### Association’s Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to the appointment of a receiver to collect any rents arising from any rental of the Lot.

### Suspension of Voting and Use Rights. The Association shall have the right to suspend the delinquent Owner’s voting rights and the right to use the Common Areas for the period that the unpaid Assessments remain outstanding, provided that the Association shall not deprive an Owner of access to and from the Owner’s Lot and further provided that the Board shall provide the delinquent Owner with written notice and an opportunity to be heard prior to suspending the Owner’s right of access to or use of any Common Areas to the extent required by applicable law.

### Other Remedies. The Association shall have any other remedy available to it at law or in equity.

## Notification of Mortgagees. Upon the advance written request of the first Mortgagee of any Lot or any other Eligible Mortgagee, the Board shall notify the first Mortgagee and/or Eligible Mortgagee of any default in the performance of the terms of this Declaration by the Owner of the Lot that is not cured within sixty (60) days.

## First Mortgagee Liability for Assessments. If a first Mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, the Mortgagee and subsequent purchaser of the Lot from the Mortgagee shall not be liable for any of the Assessments against that Lot which became due before the Mortgagee or purchaser acquired title to the Lot. Any unpaid Assessments of the foreclosed Owner shall become a Common Expense of all Owners including the Mortgagee or purchaser.

## Interest, Expenses and Attorneys’ Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of twelve percent (12%) per annum, or at such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board. If the Association files a notice of lien, the lien amount may also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. If the Association brings any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the defaulting Owner shall pay to the Association all costs and expenses incurred by the Association in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys’ fees at trial and upon any appeal or petition for review thereof.

## Remedies Cumulative. An election by the Association to pursue any remedy provided in this Article 12 for a violation of this Declaration shall not prevent the concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, that are available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

# DISPUTE RESOLUTION

## Construction Defect Claim Procedure. The Association and/or Owners shall not commence litigation against Declarant, a Commercial Homebuilder, the contractor or builder of any Home with respect to any alleged defect in a Home or on any Common Area, except in strict compliance with applicable law.

## Dispute Resolution between Association and Owners.

### Except as otherwise provided in the Act or this Declaration, before initiating litigation or an administrative proceeding in which the Association and an Owner have an adversarial relationship (a “***Dispute***”), the party that intends to initiate litigation or an administrative proceeding shall offer to use any dispute resolution program available within Marion County that is in substantial compliance with the standards and guidelines adopted under ORS 36.175, as amended from time to time (the “***Dispute Resolution Offer***”). The Dispute Resolution Offer shall be in writing and must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

### If the party receiving the Dispute Resolution Offer does not accept the offer within ten (10) days after receipt by written notice hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation or the administrative proceeding. The notice of acceptance of the offer to participate in Dispute Resolution Process must contain the name, address and telephone number of the body administering the dispute resolution program.

### If a qualified dispute resolution program exists within Marion County, and the Dispute Resolution Offer is not made as required under Section 13.2.1, the litigation or administrative proceeding may be stayed for thirty (30) days upon a motion of the non-initiating party. If the litigation or administrative action is stayed under this Section 13.2.3, both parties shall participate in the Dispute Resolution Process required by the Act. Unless a stay has been granted, if the Dispute Resolution Process is not completed within thirty (30) days of the initial Dispute Resolution Offer, the initiating party may commence litigation or an administrative proceeding without regard to whether the Dispute Resolution Process is completed.

### Once made, the decision of the court or administrative body arising from litigation or an administrative proceeding may not be set aside on the grounds that a Dispute Resolution Offer was not made.

### The requirements of this Section 13.2 do not apply to (a) circumstances in which irreparable harm to a party will occur due to delay, or (b) litigation or an administrative proceeding initiated to collect fees, Assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, Assessments, fines or charges, which disputes will be subject to the Dispute Resolution Process). The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure will not constitute a waiver of the right or duty to utilize the procedures specified in this Article 13.

### The parties are permitted to have legal counsel present at any session conducted pursuant to the Dispute Resolution Process.

### The fees of any mediator and the costs of mediation under the Dispute Resolution Process shall be divided and paid equally by the parties; provided however, if either party engages an attorney, a consultant or an expert, the fees and expenses of such attorney, consultant or expert shall be paid solely by the engaging the same.

## Binding Arbitration; Litigation. If the parties are unsuccessful in resolving their dispute using the Dispute Resolution Process required under the Act and Section 13.2, the Dispute may be resolved through binding arbitration or by initiating litigation or an administrative proceeding.

### Binding arbitration shall be conducted in the City of Portland, State of Oregon, by the American Arbitration Association (“***AAA***”) unless the parties agree to use a different arbitration service. If the parties agree to use any arbitration service other than AAA, the arbitration shall be conducted pursuant to the applicable rules of the arbitration service selected unless agreed otherwise.

### The prevailing party in any arbitration proceeding, litigation, or administrative proceeding shall be entitled to recover all costs and disbursements, any arbitration fees, administrative fees of the arbitration service, together with such investigation, expert witness and attorneys’ fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys’ fees to be paid to the prevailing party will be decided by the arbitrator (with respect to attorneys’ fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request, to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys’ fees incurred in such proceedings).

## WAIVER OF JURY TRIAL. DECLARANT, THE ASSOCIATION, THE BOARD AND EACH OWNER, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS DECLARATION.

## Survival. The alternative dispute resolution provisions under this Article 13 shall survive the end of the Declarant Control Period, the termination or expiration of this Declaration, and the dissolution, winding up, or other termination of the Association.

# GENERAL PROVISIONS

## Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall keep detailed and accurate financial records, including the balance sheet, and income and expense statements. Individual Assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each Assessment as it becomes due, the amounts paid upon the account, and the balance due on the Assessments. The minutes of the Association, the Board and Board committees, and the Association’s financial records shall be maintained in the State of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

## Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person’s conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

## Enforcement. The Association and the Owners and any Mortgagee holding an interest in a Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or Mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

## Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity, illegality or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

## Notices. Any written notice, or other document as required by this Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received three (3) business days after a copy thereof has been deposited in the United States first-class mail, postage prepaid, properly addressed as follows:

### If to an Owner, other than Declarant, to the registered address of such Owner, as filed in writing with the Board pursuant to the requirements of the Bylaws.

### If to Declarant, whether in its capacity as an Owner, or in any other capacity, to the address which Declarant shall have advised the Board in writing.

### During the Declarant Control Period, notices to the Board or the Declarant shall be addressed to the address set forth in Section 14.5.2. Thereafter, notices to the Board shall be addressed either to an address to be posted by the Board at all times in a conspicuous place or to the registered office of the Association. In addition, from and after the expiration of the Declarant Control Period, notice of the address of the Association shall be given by the Board to each Owner, within a reasonable time after the Board has received actual notice of such Owner’s purchase of a Lot.

## Conveyances; Notice Required. The right of an Owner to sell, transfer, or otherwise convey any Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board or anyone acting on its behalf. An Owner intending to sell a Lot shall deliver a written notice to the Board at least fourteen (14) days before closing, specifying: the Lot being sold; the names and addresses of the purchaser, the closing agent, and the title insurance company insuring the purchaser’s title; and the estimated closing date. The failure of an Owner to properly give such notice to the Board shall not invalidate the sale. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of any unpaid Assessments and charges outstanding against the Lot, whether or not such information is requested. The terms of this Section shall not apply to the Declarant in its capacity as an Owner of any Lots.

## Joint and Several Liability. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

## Effective Date. This Declaration shall take effect upon recording.

## Choice of Law. This Declaration shall be construed under and in accordance with the laws of the State of Oregon without regard to otherwise applicable principles of conflicts of laws.

## Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least seventy five percent (75%) of the Owners and seventy five percent (75%) of the first Mortgagees; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 14.11.

## Amendment. Except as otherwise provided in Section 14.10 or the Act, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of Owners who are eligible to vote. Any amendment must be executed, recorded and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act and that no amendment affecting any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns, including, without limitation, amendment of this Section.

## Release of Right of Control. Declarant may terminate the Declarant Control Period in writing at any time by notice to the Association.

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

## Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of Dove Landing.

## Covenant Running with Property. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, as applicable, binding on Declarant, its heirs, personal representatives, successors and assigns, and all subsequent Owners of the Property or any Lots together with their grantees, successors, lessees, heirs, executors, administrators, devisees or assigns.

## Consistent with the Act. This Declaration is intended to be construed in accordance with the Act, unless expressly stated otherwise or the context clearly requires otherwise.

## Captions and Exhibits. Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

## Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Dove Landing, such conflict shall be resolved by looking to the following documents in the order shown below:

(a) Declaration;

(b) Articles;

(c) Bylaws;

(d) Rules and Regulations.

[*Signature page follows*]

IN WITNESS WHEREOF, Declarant has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

LGI HOMES – OREGON, LLC,  
an Oregon limited liability company   
  
  
  
By:   
 Name: Ian McGrady-Beach  
 Its: Officer

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that IAN MCGRADY-BEACH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the OFFICER of LGI HOMES – OREGON, LLC, an Oregon limited liability company, to be the free and voluntary act and deed of such limited liability company for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Appointment Expires: .

**Exhibit A  
  
Legal Description of the Property**

BEGINNING ON THE NORTH LINE OF THE RANDLES HURLEY DONATION LAND CLAIM IN SECTION 6 TOWNSHIP 5 SOUTH RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN MARION COUNTY, OREGON, AT A POINT WHICH IS 2916.5 FEET SOUTH 89° 30' EAST FROM THE NORTHWEST CORNER OF THE SAID CLAIM, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN VOLUME 401 AT PAGE 0070 OF THE MARION COUNTY DEED RECORDS; THENCE SOUTH 1° 21' WEST ALONG THE WEST LINE OF THE SAID TRACT OF LAND 728.80 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 26' EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN VOLUME 401 AT PAGE 0072 OF MARION COUNTY DEED RECORDS 1372.97 FEET TO AN ANGLE IN THE SOUTH LINE OF THE LAST NAMED TRACT; THENCE SOUTH 80° 37' EAST ALONG THE SOUTH LINE OF THE LAST NAMED TRACT 269.40 FEET; THENCE NORTH 10° 21' EAST 156.47 FEET; THENCE SOUTH 86° 06' EAST 271.65 FEET TO THE EAST LINE OF THE LAST NAMED TRACT; THENCE NORTH 17° 51' EAST ALONG THE EAST LINE OF THE LAST NAMED TRACT 459.67 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN VOLUME 473 AT PAGE 0294 OF THE MARION COUNTY DEED RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES WEST ALONG THE SOUTH LINE OF THE TRACT OF LAND CONVEYED BY DEED RECORDED IN VOLUME 473 AT PAGE 294 OF MARION COUNTY DEED RECORDS 219.48 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0° 47' WEST ALONG THE WEST LINE OF THE LAST NAMED TRACT 193.99 FEET TO THE NORTHWEST CORNER OF THE SAID TRACT AND THE NORTH LINE OF THE RANDLES HURLEY DONATION LAND CLAIM; THENCE 89° 30' WEST ALONG THE NORTH LINE OF THE RANDLES HURLEY DONATION LAND CLAIM 1839.01 FEET TO THE PLACE OF BEGINNING.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.