EXHIBIT "B"

BYLAWS OF

THE TRAILS AT LAUREL WOODS

HOMEOWNERS ASSOCIATION

ARTICLE I GENERAL

PROVISIONS

Section 1. Purposes. This Association is organized for the following purposes:

A. The Trails at Laurel Woods Homeowners Association (hereinafter the "Association") is organized and shall be operated exclusively as a Homeowner Association as defined in and in conformity with Section 528 of the Internal Revenue Code as now enforced or hereafter amended.

B. The Association shall, without profit to its members, acquire, construct, manage, maintain and care for Association property and in such other activity as may promote the health, safety, welfare and good of the Owners of the Property hereinafter defined.

C. In carrying out its purpose as herein defined, the Association shall manage and supervise for its membership all of the rights, privileges, duties and obligations assigned to, taken by or commonly granted to the members and as set forth in that certain DeclarationofCovenants, Conditions andRestrictions for The Trails at Laurel Woods recorded on ________________________, as fee number _______________, Real Property Records of Washington County, Oregon, as well as any recorded instruments which revise, amend, supplement or replace said covenants.

D. To exercise all the powers and privileges and to perform all the duties and obligations necessary for the care, maintenance and protection of the common right-of-way, Common Areas and other common amenities of the Property.

E. No part of the earnings of the Association shall inure to the benefit of any member or individual other than by acquiring, constructing or providing management, maintenance and care of Association property and other than by a rebate of excess membership dues, fees or assessments.

F. The Association shall have all corporate powers enumerated in the Oregon Nonprofit Corporation Act and the Oregon Planned Community Act.

Section 2. Offices. The principal office of the Association shall be located in the State of Oregon. The Association may have such other offices, either within or without the State of Oregon, as the Board of Directors may determine or as the affairs of the Association require from time to time.

Section. 3. Definitions.

A. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of Laurel Woods Homeowners Association.

B. "Board of Directors" or "Board" shall mean the board of directors of the Association appointed or elected in accord with these Bylaws, the Articles of Incorporation and the Declaration.

C. "Common Area(s)" shall mean and refer to that portion of the Property, if any, to be conveyed to the Association.

D. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Laurel Woods Homeowners Association, which Declaration is recorded as Fee No. 2018-064762 in the official records of Washington County, Oregon.

E. "Declarant" means LAURELWOOD DEVELOPMENT, LLC, an Oregon limited liability company and LW HOF II, LLC, an Oregon limited liability company. Declarant also means any person who succeeds to or is assigned all or a portion of Declarant's special rights, as each are defined in Article 18 of the Declaration.

F. "Improvement" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter, single family residence or other product of construction efforts on or in respect to the Property.

G. "Lot" shall mean and refer to any plot of land designated as a numbered Lot upon the recorded subdivision plat of the Property.

H. "Owner" shall mean and refer to the record owner (including a contract purchaser having a right to possession), whether one or more persons or entities, of each Lot, excluding those having such interest merely as security for the performance of an obligation.

I. "Property" shall mean and refer to the Trails at Laurel Woods, described as Lots 49-119, 121-140 and 143, inclusive, as shown on the plat of "Laurel Woods No. 2" recorded as Document No. 2018-078035 on November 15, 2018 in the records of Washington County, Oregon, Lots 151-206, 208, 209, and 211-219, inclusive, as shown on the plat of "Laurel Woods No. 3" recorded as Document No. 2019-013283 on March 7, 2019 in the records of Washington County, Oregon and Lots 220-289, inclusive, as shown on the plat of "Laurel Woods No. 4" recorded as Document No. 2019-054788 on August 16, 2019 in the records of Washington County, Oregon and all improvements now existing or to be constructed on the Property, together with any property annexed to said subdivision and made subject to the Declaration.

ARTICLE II

MEMBERS

Section 1. Membership. The Association shall have two classes of membership. The designation of such classes and the qualifications and rights of the membership of such classes shall be as follows:

A. Proprietary Members. Every person or entity who is an Owner of a Lot in the Property shall be a proprietary member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or from any ownership of a private tract. Ownership of a Lot shall be the sole qualification for membership. For purposes of voting, all proprietary members shall be classified as either Class A or Class B members as more fully described in Section 2 of this Article II.

B. Associate Members. Each lessee, renter or other occupant of a Lot not eligible for proprietary membership, but who satisfies the conditions of the Articles of the Association and these Bylaws, shall be an associate member, which status shall continue in effect during such period as the associate member shall be an authorized nonpriority tenant of a Lot. Associate membership shall carry all of the rights and privileges and shall be subject to all obligations and responsibilities of proprietary membership except the right to vote. At any time, an associate member ceases to be an occupant or a resident of a Lot or shall become a proprietary member, the rights and privileges as an associate member shall thereupon terminate.

Section 2. Voting Rights. Only proprietary members shall vote. There shall be two classes of voting proprietary membership:

A. Class A. Class A members shall be all owners of a Lot with the exception of the Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all owners of a Lot including the Declarant). Class A members shall be entitled to voting rights for each Lot owned computed in accordance with Section 14 of this Article II. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. Declarant, or its successors or assigns, shall be the sole Class B member. For purposes of Class B membership, successors and assigns of Declarant does not mean individual Lot purchasers whether or not a Lot is purchased for personal use or for investment and resale. The Class B member shall be entitled to three (3) votes for each Lot in which Declarant holds the interest required for membership. Provided, however, that Class B membership shall cease and be converted to Class A membership as provided hereinafter at the turnover meeting described in Article III, Section 4 below.

Section 3. Annual Meeting. The annual meeting of the Owners shall be held at the time and place appointed by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated for any annual meeting of the Owners or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Owners as soon thereafter as may be convenient.

Section 4. Special Meetings. Special meetings of the Owners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, a majority of the Board of Directors or by the Owners having not less than thirty percent (30%) of the votes in the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

Section 5. Place of Meeting. The annual meeting or special meetings of the Owners may be held at the principal office of the Association or at such other place within the City of Cornelius as the Board of Directors may, from time to time, designate. A waiver of notice signed by all the Owners entitled to vote at a meeting may designate any place for the holding of any meeting.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of a meeting of Owners and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes or any proposal to remove a director or officer, shall be given to each Owner entitled to vote at such meeting at least ten (10) days and not more than fifty (50) days before such meeting. Notice shall be hand-delivered or mailed to the mailing address of each Lot or to the mailing address designated in writing by the Owner, and to all Mortgagees that have requested such notice. Mortgagees may designate a representative to attend such a meeting. Any notice required to be given may be waived in writing signed by the person or persons entitled to such notice, whether it be before or after the time stated therein and shall be equivalent to the giving of such notice.

Section 7. Record Date. For purposes of determining Owners entitled to notice, or to vote at any meeting of Owners, or any adjournment thereof, or in order to make a determination of members for any other proper purpose, the record date shall be fixed as follows:

A. For purposes of determining the Owners entitled to notice of an Owners meeting, the record date shall be the date before the day on which first notice is mailed or otherwise transmitted to Owners, or if such notice is waived, the day proceeding the day on which the meeting is held;

B. For purposes of determining the Owners entitled to demand a special meeting, the record date shall be the date upon which such demand is made to the Association's secretary;

C. For purposes of determining the Owners entitled to take action without a meeting, the record date shall be the date that the first Owner signed the consent;

D. For purposes of determining the Owners entitled to vote at an Owners meeting, the record date shall be the date of the meeting; and

E. For purposes of determining the Owners entitled to exercise any rights in respect to any other lawful action, the record date shall be the date on which the Board adopts the Resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

Section 8. Voting Lists. The Association shall prepare an alphabetical list of the names, addresses and membership dates of all Owners. The list must show the class and number of votes of each Owner entitled to vote at the meeting if applicable. The Association shall prepare on a current basis through the time of the ownership meeting, a list of Owners, if any, who are entitled to vote at the meeting, but are not part of the main list of Owners. The list of Owners shall be available for inspection by any Owner for the purpose of communication with other Owners concerning the meeting, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Association's principal office or at a reasonable place identified in the meeting notice in the city or other location where the meeting will be held. An Owner or the Owner's agent or attorney are entitled, on written demand setting forth a proper purpose, to inspect and, subject to the requirements of ORS 65.774 to 65.782, to copy the list at a reasonable time and at the Owner's expense during the period it is available for inspection. The Association shall make the list of Owners available at the meeting, and any Owner, the Owner's agent or attorney is entitled to inspect the list for any proper purpose at any time during the meeting or any adjournment.

Section 9. Intentionally Deleted.

Section 10. Voting by Ballot.

A. Permitted Actions. Any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to ever Owner that is entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

B. Secrecy Notice. The Board of Directors must provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board of Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner and instructions for marking and returning the ballot. Notwithstanding the applicable provisions of Subsection C of this Section 10, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

C. Ballot Solicitations.

1. All solicitations for votes by written ballot shall state the following:

a. If approval of a proposal by written ballot requires that the total number of votes cast equal or exceed a certain quorum requirement, the number of responses needed to meet such quorum requirement; and

b. If approval of a proposal by written ballot requires that a certain percentage of total votes cast approve the proposal, the required percentage of total votes needed for the approval.

2. All solicitations for votes by written ballot shall specify the period during which the Association shall accept written ballots for counting, which period shall end on the earliest of the following dates:

a. If approval of a proposed action by written ballot requires that a certain percentage of the Owners approve the proposal, the date on which the Association has received a sufficient number of approving ballots;

b. If approval of a proposed action by written ballot requires that a certain percentage of the Owners approve the proposal, the date on which the Association has received a sufficient number of approving ballots; and

c. In all cases, the date certain on which all ballots must be returned to be counted.

D. Method of Counting.

Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

a. If approval of a proposed action otherwise would require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal shall be deemed to be approved when the date for the return of ballots has passed, a quorum of Owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected; or

b. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Unless otherwise prohibited by the Declaration or these Bylaws, the votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are counted.

E. Revocation of Ballot. A written ballot may not be revoked.

Section 11. Quorum. Twenty percent (20%) of the voting interests, represented in person or by proxy, shall constitute a quorum at a meeting of the Owners. The Owners present at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum. The vote of a majority of the votes entitled to be cast by Owners present or represented by proxy at a meeting at which such a described quorum is present shall be necessary for the adoption of any matter voted upon by the Owners, unless a greater proportion is required by state statute, the Declaration or these Bylaws.

Section 12. Proxies. Every Owner shall have the right to cast his or her vote either in person or by proxy executed in writing by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No unrevoked proxy shall be valid after twelve (12) months from the date of its execution unless some other defined period of validity shall be expressly provided therein. No proxy may be effectively revoked until notice in writing of such revocation has been given to the secretary of the Association.

Section 13. Voting. Upon the demand of any Owner, the vote for directors or upon any question before the meeting shall be by written ballot. All elections for directors shall be decided by noncumulative, plurality vote; all other questions shall be decided by majority vote, except as otherwise provided by the Declaration, these Bylaws, the Oregon Nonprofit Corporation Act or the Oregon Planned Community Act.

Section 14. Voting by Certain Owners.

A. Ownerships in the name of a corporation or association may be voted by its president or by proxy appointed by its president unless some other person, by resolution of its Board of Directors, shall be appointed to vote, in which case such person shall be entitled to vote upon production of a certified copy of such resolution.

B. Ownerships in the name of a partnership may be voted by a general partner or by proxy appointed by a general partner unless some other person shall be appointed to vote, in which case such person shall be entitled to vote upon production of a certified copy of such written appointment by the general partners of the partnership.

C. Ownerships held by an administrator, executor, guardian or conservator may be voted either in person or by proxy. Ownerships standing in the name of a trustee may be voted either in person or by proxy, but no trustee shall be entitled to vote without a transfer of such ownership into the trustee's name.

D. Ownerships standing in the name of a receiver may be voted by such receiver, and memberships held by or under the control of a receiver may be voted by such receiver, without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

E. Where Ownerships are held jointly by three (3) or more fiduciaries, the will of the majority of such fiduciaries shall control the manner of voting or giving of a proxy unless the instrument or order appointing such fiduciaries otherwise directs.

Section 15. Transfers. Except as provided in the instance of vote by proxy or bylaw, no proprietary or associate member may transfer a membership or any right arising therefrom.

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers. The business affairs of the Association shall be managed by its Board of Directors. The directors, in all cases, shall act as a Board, and they may adopt such rules and regulations for the conduct of their meetings, the management of the Association, and the carrying out of the Association's responsibilities created by the Declaration as they may deem proper and not inconsistent with these Bylaws, the Articles, the laws of the Oregon Nonprofit Corporation Act and any future amendments thereto. The Board shall have exclusive authority to:

A. Manage the Property and the responsibilities of the Association;

B. Contract for all goods and services on behalf of the Association for the operation of the Association's affairs;

C. Pay for all contracted goods and services by common expense assessments;

D. Maintain bank account(s) in the name of the Association and authorize persons to draw upon such accounts; and

E. Do all things incident to the administration and implementation of the provisions and purposes of the Association as otherwise provided by the Articles, these Bylaws or by statute.

Section 2. Interim Board. Declarant shall have the right to appoint an interim Board consisting of one (1) person, who shall serve as the Board of Directors of the Association until replaced by Declarant or successors have been elected by the Owners at the turnover meeting described in Section 4 of this Article III. The initial meeting of the interim Board shall occur prior to that date on which the first Lot is conveyed upon notice by the Declarant.

Section 3. Transitional Advisory Committee. The Declarant shall call a meeting of Owners for the purpose of selecting a transitional advisory committee not later than the sixtieth (60th) day after the date the Declarant conveys fifty percent (50%) or more of the Lots then existing in the Property, or those expected to be annexed, to Owners other than a successor or assign of Declarant. The transitional advisory committee shall consist of three (3) members, two (2) of whom will be selected by Owners other than the Declarant, and the third selected by the Declarant.

A. The transitional advisory committee shall have reasonable access to all information and documents which the Declarant is required to turn over to the Association pursuant to ORS 94.616, or any successor statute, including but not limited to: (i) the original or a photocopy of the recorded Declaration and Bylaws and all amendments thereto, together with all amendments and supplements; (ii) the minute books and all written records of the Association and the Board of Directors; (iii) all rules and regulations adopted by the Declarant; (iv) property tax records for Common Areas to be administered by the Association; (v) a copy of the reserve study and any updates thereof; (vi) the operating budget for the Association; (vii) architectural and as-built plans and specifications as available; (viii) copies of insurance policies; (ix) occupancy and other permits; (x) written warranties relating to common property and the names of contractors or material suppliers responsible pursuant to said warranties; (xi) a roster of Owners; and (xii) copies of all leases to which the Association is a party, and copies of employment or service contracts to which the Association is a party or pursuant to which the Association is responsible for all or some portion of payment.

Section 4. Turnover Meeting. Declarant shall call a meeting by giving notice to each Owner as provided in these Bylaws for the purpose of turning over administrative responsibility for the Property to the Association not later than ninety (90) days after expiration of the period of Declarant control. Declarant control shall be deemed to expire upon the sale of the last Lot existing in the Property, or property expected to be annexed, or upon voluntary relinquishment at the discretion of Declarant. If the Declarant does not call a meeting required by this Section 4 within the required time, any Owner may call a meeting and give notice as required in this Section 4. At the turnover meeting, the interim Directors shall resign and their successors shall be elected by the Owners.

Section 5. Number and Tenure.

A. Board of Directors. The number of directors constituting the Board of Directors after the expiration of the term of the interim Board of Directors is three (3). The three (3) directors shall be elected at the turnover meeting or at the first annual meeting of the Owners (as set forth in Article II of these Bylaws). The director positions shall be for two (2) years, provided, however, that the initial two (2) directors elected with the lowest number of votes cast in their behalf shall serve terms of one (1) year. After the initial election of directors, each director elected shall serve a two (2) year term. Directors shall be elected by a plurality vote of the members of the Association present in person or by proxy and voting at annual meetings. No cumulative voting is permitted. For purposes of electing directors, a quorum shall consist of a majority of Owners qualified to vote and present in person or by proxy at an annual meeting. All directors elected shall serve until their successors have been duly elected and qualified. All directors after the interim Board of Directors shall be individuals, or representatives of entities that are Owners of Lots in the Property.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held annually immediately following the annual meeting of Owners and at such other time as the Board shall specify. Attendance of a director at any meeting shall constitute a waiver or notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president, the chair of the Board of Directors or a majority of the directors.

Section 8. Notice. Other than emergency meetings, written notice of meetings of the Board of Directors shall be given at least three (3) days prior to the date set for such meeting, by the person authorized to call such meeting or the secretary of the Association, by mailing notices thereof to all directors and by posting at a place or places on the Property, the date, time and location of the meeting. Emergency meetings may be held without notice if the reason for the emergency is stated in the minutes of the meeting. If mailed, such notice shall be deemed given three (3) days after its deposit in the United States mail, as evidenced by the postmark, postage prepaid, so addressed to the director. The attendance of a director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened. The business to be transacted at, or the purpose of, any special meeting of the Board of Directors, as well as the time and place of regular and special meetings shall be specified in the notice or waiver of notice of such meeting and such notices and waivers shall be placed in the books of the Association following the minutes of said meeting.

Section 9. Meetings Open. All meetings of the Board of Directors shall be open to Owners except that, at the discretion of the Board, the following matters may be considered in executive session:

A. Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;

B. Personnel matters, including salary negotiations and employee discipline; and

C. The negotiation of contracts with third parties.

Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer of the Board of Directors shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners.

Section 10. Quorum. At any meeting of the Board of Directors, a quorum shall consist of a majority of the number of directors fixed or stated in or pursuant to the Articles of Incorporation or by these Bylaws. Once a quorum has been established, business may be conducted at a meeting even if the departure of a director or directors leaves less than a quorum remaining. If less than a quorum shall attend a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 11. Manner of Acting. The act of a majority of the directors present in person at a meeting for which a quorum has been established shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles or these Bylaws.

Section 12. Vacancies and Removal.

A. A vacancy on the Board of Directors shall exist upon the death, resignation or removal of any director, or an increase in the number of directors of the Association.

B. All or any number of directors, other than directors appointed by the Declarant, may be removed, with or without cause, at a special meeting of the members called expressly for that purpose, by a majority vote of the Owners attending in person or by proxy. Absence of any elected director from three (3) consecutive meetings of the Board of Directors without an excuse deemed valid by the Board of Directors may be considered as cause for removal.

C. Any director may resign at any time by giving written notice to the Board of Directors, the president or the secretary of the Association. Except as otherwise provided by law, any such resignation shall take effect upon the receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. In the event the resignation of a director is tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.

D. Vacancies on the Board of Directors may be filled by a majority of the remaining directors, even though less than a quorum, or by a sole remaining director. Each director so appointed shall hold office for the balance of the unexpired term of such director's predecessor, unless earlier removed, and until a qualified successor is elected and accepts office. In the event that the action described in the preceding sentence is by a majority of the remaining directors though less than a quorum or by a sole remaining director, then the appointment of directors to fill vacancies shall be ratified by the Owners at either a special or annual meeting; provided, however, the appointment shall be immediately effective and shall remain effective until removal of the appointed director.

Section 13. Compensation. Directors shall not receive compensation; however, by resolution of the Board of Directors, each director may be reimbursed for reasonable and necessary expenses incurred in discharging his or her duties as a director and in furtherance of the purpose of this Association.

Section 14. Action Without a Meeting. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

Section 15. Telephone Meetings. Only emergency meetings of the Board of Directors may be conducted by telephonic communication.

Section 16. Conflicts of Interest.

A. A transaction in which a director of this Association has a conflict of interest may be approved:

1. In advance by a vote of the Board of Directors or a committee of the Board of Directors if the material facts of the transaction and the director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors; or

2. If the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved or ratified the transaction.

B. A conflict of interest transaction is a transaction occurring after the turnover meeting with the Association in which a director of the Association has a direct or indirect interest. A conflict of interest transaction is not voidable nor a basis for imposing liability on the director if the transaction is fair to the Association at the time it was entered into or is approved as provided in Subsection A of this Section 16.

C. For purposes of this Section 16, a director of the Association has a direct interest in a transaction if the director, or a member of the director's family, shall receive or be entitled to receive compensation of any kind from the Association on account of or arising from the transaction.

D. For purposes of this Section 16, a director of the Association has an indirect interest in a transaction if:

1. Another entity in which the director has a material interest or in which the director is a general partner is a party to the transaction; or

2. Another entity of which the director is a director, officer or trustee is a party to the transaction, and the transaction is or should be considered by the Board of Directors of the Association.

E. For purposes of Subsection A of this Section 16, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the directors on the Board of Directors who have no direct or indirect interest in the transaction. A transaction may not be authorized, approved or ratified under this Section by a single director. If a majority of the directors who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under Subsection A(l) of this Section 16 if the transaction is otherwise approved as provided in Subsection A of this Section 16.

F. For purposes of Subsection A(2) of this Section 16, a conflict of interest transaction is authorized, approved or ratified by the Owners if it receives a majority of the votes entitled to be counted under this Subsection F. Votes cast by or voted under the control of a director who has a direct or indirect interest in the transaction, and votes cast by or voted under the control of an entity described in Subsection C of this Section 16 may be counted in a vote of members to determine whether to authorize, approve or ratify a conflict of interest transaction under Subsection A(2) of this Section 16. A majority of the Owners, whether present in person or by proxy, qualified to vote on the transaction under this Subsection F constitutes a quorum for the purpose of taking action under this Subsection F.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Association shall be the president, secretary and treasurer. Any two offices may be held by the same person, except the offices of president and secretary. Prior to the turnover meeting, the officers need not be members of the Association; thereafter all officers must be members of the Association. When an officer ceases to be a member of the Association, such person shall cease to be an officer without other action by such person or by the Board of Directors. The Board of Directors may elect such other officers and agents as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors, except such duties as shall be exclusively delegated to the Board of Directors by the Declaration, statute, the Articles or these Bylaws.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and qualified, or until death, disqualification, resignation or removal, or until an officer shall cease to be a member of the Association. After the term of the initial Board of Directors, no president shall serve more than three (3) consecutive terms.

Section 3. Vacancies and Removal.

A. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

B. Any officer, assistant officer or agent may be removed, or any office not required by the Articles or by statute may be abolished, at any time by the affirmative vote of a majority of the Board of Directors, whenever, in its judgment, the best interest of the Association will be served thereby.

C. Any officer, assistant officer or agent may resign at any time by giving written notice to the Board of Directors. Except as otherwise provided by law, any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

D. Election or appointment of an officer or agent shall not by itself authorize or permit such officer or agent to make or enter contracts binding on the Association.

Section 4. Compensation. By resolution of the Board of Directors, each officer may be reimbursed for reasonable and necessary expenses incurred in discharging his or her duties as an officer and in furtherance of the purpose of this Association, but otherwise shall not be compensated.

Section 5. President. The president shall be the chief executive officer of the Association and shall have general authority to direct the business of the Association and to execute documents and contracts on behalf of the Association, except where required by law to be otherwise signed and executed, and except where the signing and execution thereof shall be delegated or reserved by the Board of Directors to some other officer or agent of the Association. The president shall preside over all regular and special meetings of the Association; shall call special meetings as needed; shall be entitled to vote on all questions and at all elections; and shall perform all other duties incident to the office or properly required by the Board of Directors.

Section 6. Secretary. In the absence of the president or in the event of the president's death, inability or refusal to act, the secretary shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president; and shall perform such other duties as from time to time may be assigned by the president or by the Board of Directors. The secretary shall attend all meetings of the Board and shall record, or cause to be recorded, all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any standing committees when required. The secretary shall give, or cause to be given, notice of all special meetings of the Board of Directors in accordance with the provisions of these Bylaws or as required by law, shall keep a register of the address of each director and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision the secretary shall be. Unless otherwise provided by the Board of Directors, the secretary shall have authority to affix the corporate seal to any instrument requiring a seal, and when so affixed, it shall be attested by the signature of the secretary or by the signature of an assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by the signature of the authorized officer.

Section 7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever; deposit all such money in the name of the Association in such banks, trust companies or other depositories in the State of Oregon as shall be selected by the Board of Directors; and in general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board of Directors.

ARTICLE V

COMMITTEES

Section 1. General Provisions. The Board may, by resolution adopted by a majority of the directors in office, designate an executive committee and any other committees that consist of two or more directors and such non-Board members of the Association as the Board shall deem appropriate to exercise the authority of the Board of Directors in the management of the Association relative to the specific matter for which the committee is created and pursuant to the function authorized in writing by the Board of Directors. Provided, however, these general provisions do not apply to the Architectural Review Committee, the purpose and function of which is specifically defined herein below.

Section 2. Architectural Review Committee. In order to guarantee and maintain the harmony and compatibility of the Property with the environment, topography and structural character of the area, and in order to carry out the duties and responsibilities set forth in the Declaration, all design plans and specifications for improvements (in conformance with Section 8 of the Declaration) shall be submitted to and approved in writing by the Architectural Review Committee.

A. Membership; Appointment and Removal. The initial Architectural Review Committee shall consist of as many persons, but not less than one (1) nor more than three (3) persons, as the interim Board of Directors may from time to time appoint. The interim Board of Directors may remove any member of the initial Architectural Review Committee from office at any time and may appoint new or additional members at any time. The initial Architectural Review Committee shall serve until the expiration of the term of the initial Board of Directors or until such time as their replacements are appointed by the succeeding Board of Directors. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Review Committee. If the Board of Directors has assumed the responsibility for appointment of the members of the Architectural Review Committee, and fails to make such appointments, the Board of Directors shall itself serve as the Architectural Review Committee.

B. Establishment of Guidelines; Fees for Review. In accordance with the Declaration, the Board shall from time to time establish standards for improvements which will serve as guidelines for the review of plans submitted to the Architectural Review Committee. The Board may also, from time to time, adopt a fee or schedule of fees for review of plans submitted to the Architectural Review Committee. Such fee or schedule of fees shall be reasonably related to the time and expense incurred by the Association and the Architectural Review Committee.

C. Majority Action. Except as otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

D. Liability. The scope of the Architectural Review Committee's review is not intended to include review or analysis of structural, geophysical, engineering, or other similar considerations. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof, provided only that the Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.

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

F. Appeal. After Declarant has delegated appointment of the members of the Architectural Review Committee to the Board of Directors of the Association, any Owner adversely affected by action of the Architectural Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within fifteen (15) days of the Architectural Review Committee's action and shall contain specific objecting or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) days after receipt of such appeal.

G. Effective Period of Consent. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one (1) year after issuance unless construction of the Improvement has been commenced or the Owner has applied for and received an extension of time from the Committee.

H. Estoppel Certificate. Within fifteen (15) days after written request therefor is delivered to the Architectural Review Committee by any Owner, and upon payment to the Architectural Review Committee of a reasonable fee, if any, fixed by the Architectural Review Committee to cover costs, the Architectural Review Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, such certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any M ortgagee or other encumbrancer, shall be entitled to rely on such matters being conclusive as between Declarant, the

Architectural Review Committee, the Association and all Owners and such purchaser or Mortgagee.

I. Construction by Declarant. Improvements constructed by Declarant on any property owned by Declarant are not subject to the requirements of this Article V, Section 2.

Section 3. Limits on Authority of Committees. No committee, including the executive committee, may do any of the following:

A. Authorize distributions;

B. Approve or recommend to Owners dissolution, merger or the sale, pledge or transfer of all or substantially all of the Association's assets;

C. Elect, appoint or remove directors or fill vacancies on the Board or on any of its committees; or

D. Adopt, amend or repeal the Articles or Bylaws.

Section 4. Term of Office. Each member of a committee shall continue as such until the next regular meeting of the directors of the Association and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 5. Chair. One member of each committee shall be appointed chair by the person or persons authorized to appoint the members thereof except that the immediate past president of the Association, if available and willing to so act, shall be chairperson of the executive committee.

Section 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments in the same manner as provided in the case of the original appointments.

Section 7. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee and except as provided in Section 1 of this Article V, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee, so long as at least two (2) of the committee members present are members of the Board of Directors.

Section 8. Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VI

RESERVE STUDIES, ASSESSMENTS AND ACCOUNTS

Section 1. Reserve Study. As referenced in the Declaration, the Board of Directors of the Association annually shall conduct a reserve study, or review and update an existing study, of the Common Areas to determine the reserve account requirements.

Section 2. General Operating Reserve. The Board of Directors shall create and maintain a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors. This account shall be used to pay expenses which exceed budgeted amounts. The initial working capital shall be deposited into such operating reserve account.

Section 3. Special Reserves. Such other special reserve funds may be set up by the directors by special assessments of the Lot Owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate, including a reserve fund for any lease payments.

Section 4. Separate Accounts. Each account described above shall be established as a separate bank account, located within the State of Oregon, and in the name of the Association, maintained with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Lots. Provided, however, that nothing contained herein shall prevent sellers of Lots from treating their outstanding allocable share of reserve accounts as a separate or reimbursable item in a sales agreement. No Lot Owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective Lots may increase in proportion to each Lot's right to receive repair, maintenance and replacement therefrom.

Section 5. Regular Assessment. Prior to the turnover meeting, the amount of the regular assessment due from Lot Owners other than the Declarant shall be determined by the interim Board of Directors as appointed by the Declarant. Following the turnover meeting, the amount of the assessment thereafter shall be subject to review and modification by the Board of Directors. Except as otherwise provided below, the assessment for all Lots shall be payable from the date on which the Declaration is recorded.

Section 6. Contribution to Working Capital. At the first closing to an Owner other than Declarant or the first builder of an Improvement, each purchaser shall contribute to the Association a sum as established by the Board for working capital, and shall thereafter pay the regular and special assessments otherwise chargeable with regard to said Lot. The working capital contribution shall be allocated to the general operating reserve provided in Article VI, Section 2 of these Bylaws. The working capital contribution is in addition to regular assessments and shall not be used as a prepayment of assessments by any Owner. All working capital contributions shall be disbursed to the Association at or prior to the turnover meeting.

Section 7. Temporary Reduction of Assessment Amount. If the Association expenses are temporarily less than projected by the Declarant because some or most of the Lots are not yet sold or occupied, the Declarant shall have the authority to reduce temporarily the amount of the assessment to reflect the lower expenses of the project.

Section 8. Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners for the following purposes and in the following manner:

A. To correct a deficit in the operating budget by vote of a majority of the Board;

B. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

C. To make repairs or renovations to the common elements if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board;

D. To make capital acquisitions, additions or improvements by vote of at least seventy-five percent (75%) of all votes allocated to Lots in the Property; and

E. To collect repair and maintenance reserves for maintenance obligations required of the Association applying to less than all Owners including, but not limited to, exterior maintenance for Townhomes/Zero-Lot Line Lots as defined and referenced in Section 5.2 of the Declaration.

Section 9. Annual Budgets. The Board of Directors shall annually adopt a budget for the Association. Within thirty (30) days after adopting a proposed annual budget for the Association, the Board of Directors shall provide a summary of the budget to all Owners. If the Board fails to adopt a budget, the last annual budget shall continue in effect.

Section 10. Assessment Formula. All Lots shall be subject to assessments which benefit all Lots on the following basis:

A. Amount of Assessment. The amount of the regular assessment per Lot shall be determined by dividing the annual budget by the total number of Lots which are subject to assessment. As more Lots become subject to assessment, the amount of regular assessments shall be recalculated by the Board of Directors.

B. Capital Improvement Assessments. The Association may purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for the general use and benefit of all the Owners, and for that purpose may impose a special assessment to be called a "Capital Improvement Assessment." Any such assessment shall be assessed to the Lots on the same formula as set forth in Subsection A of this Section 10. No new Capital Improvement Assessment may be imposed under this Subsection B which, for any one purchase, construction or acquisition, or group of related purchases, constructions or acquisitions, in the aggregate exceeds $10,000, unless approved by the vote or written consent of the Class B member, if any, and by not less than seventy-five percent (75%) of the votes of the Owners. To the extent that the additional equipment, facilities or other capital improvement purchased, constructed or otherwise acquired by the Association shall include items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years, such Capital Improvement Assessment shall be accompanied by a corresponding Common Property Reserve Account Assessment as required by Subsection C below.

C. Common Property Reserve Account Assessments. Not less often than annually, the Association shall inventory all items of common property and shall estimate the remaining life of each item of Common Property and the current replacement cost of each of such items. The Association may identify items for which a reserve account assessment is required as those items which are insurable by a common carrier of all-purpose risk insurance. For the purpose of funding the common property reserve account, the Association shall impose an assessment to be called the "Common Property Reserve Account Assessment" against each Lot on the same formula as set forth in Subsection A of Section 10 above. The total Common Property Reserve Account Assessment shall be equal to the sum of the estimated replacement cost of each item of Common Property, divided by the estimated number of years of life for such item of Common Property (not the estimated years of life remaining).

D. Loan from Common Property Reserve Account. After the turnover meeting described in Article III, Section 4, the Board of Directors of the Association may borrow funds from the Common Property Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this Subsection D must be repaid from special assessment or maintenance fees within six (6) months of the date such funds are borrowed.

E. Increase, Reduction or Elimination of Common Property Reserve Account Assessments. At any time after the second year after the turnover meeting described in Article III, Section 4, future assessments for the Common Property Reserve Account may be increased or reduced by the vote of Owners of Lots representing seventy-five percent (75%) of the votes of the Association or eliminated by a unanimous vote.

Section 11. Maintenance and Operations Fund Assessment. The Association shall establish a fund to be known as the "Maintenance and Operations Fund" into which all funds not otherwise allocated to a separate account in these Bylaws or by action of the directors of the Association shall be deposited. The Association shall use the Maintenance and Operations Fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and the improvement, maintenance and operation of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots and for the operation of the Association, including, but not limited to:

A. Maintenance, Utilities and Services. Payment of the cost of maintenance, utilities and services as described in the Declaration, including costs of operation of the Association.

B. Insurance. Payment of the cost of insurance which includes:

1. Insurance for all insurable Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard if the insurance is available at reasonable cost; and

2. A public liability policy covering all Common Property and all damage or injury caused by the negligence of the Association.

Premiums for insurance obtained under this Section 11 shall be an expense of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

C. Taxes. Payment of taxes assessed against the Common Areas and any improvements thereon.

D. Other Services. Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including, but not limited to, accounting, legal and secretarial services.

E. Reimbursement. Reimbursement to the City of Cornelius for costs incurred by it as required by the Declaration.

For the purpose of funding the Maintenance and Operations Fund, the Association shall, not less often than annually, estimate the costs of accomplishing the goals for which the Maintenance and Operations Fund is established for the next fiscal year, and assess such cost to the Lots ("Maintenance and Operations Fund Assessment"). The

Association may include in such Maintenance and Operations Fund Assessment amounts for the establishment for reserves to meet extraordinary expenses or such other amounts which are reasonably related to the purpose of the Maintenance and Operations Fund. The Maintenance and Operations Fund Assessment shall be assessed to Lots on the same formula as set forth in Subsection A of Section 10.

Section 12. Reallocation upon Annexation or Withdrawal of Property. When property is annexed to or withdrawn from the Property, the Association shall, within sixty (60) days of the annexation, recompute the budget in accordance with Section 1 of this Article VI, based upon the additional Lots and Common Areas and recompute assessments for each Lot based upon the formula set forth in Subsection A of Section 10. Newly annexed Lots shall be subject to assessment from the time of annexation of such Lots in accordance with the provisions of this Section 12 of Article VI. The Association shall send notice of the assessment to the Owners of newly annexed Lots not later than sixty (60) days after the annexation or with the next occurring assessment, whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days from the date the notice is mailed or at such other time or times set in accordance with these Bylaws or the Declaration as the Association may specify in the notice. If additional property is annexed to the Property during the Association's fiscal year, the Association shall send notice of and shall collect adjustments to assessments for Lots which are within the Property prior to the annexation in the manner specified in Section 10 of this Article VI except that notice of the adjustment in the assessment shall be sent to each affected Owner not later than sixty (60) days after the annexation or with the next occurring assessment, whichever is sooner. To the extent that any adjustment results in a credit for the Owner, such credit shall be applied toward the next occurring payment or payments on the assessment.

Section 13. Payment of Assessments. At least once a year, the Association shall provide notice to the Owner of each Lot of the amount of the assessment for such Lot calculated in accordance with Section 10 of this Article VI. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days from the date the notice is mailed or at such other time or times set in accordance with these Bylaws or the Declaration as the Association may specify in the notice. Delinquent assessments shall bear interest at a rate set by the Board of Directors.

Section 14. Other Assessments. Any common expense or any part of a common expense benefiting fewer than all the Lots may be assessed exclusively against the Lots benefited and if any common expense is the fault of any Owner such expenses may be assessed exclusively against the Lot of the Owner.

ARTICLE VII

SHARES OF STOCK AND DIVIDENDS PROHIBITED

The Association shall not have or issue shares of stock. No dividend shall be paid and no part of the income of the Association shall be distributed to its directors or officers.

ARTICLE VIII

LOANS TO DIRECTORS AND OFFICERS RESTRICTED

The Association may not lend money to or guarantee the obligation of a director or officer of the Association unless:

A. The particular loan or guarantee is approved by a majority of the votes of Owners entitled to vote, excluding the votes of Owners under the control of the benefited director or officer; or

B. The Board of Directors determines that the loan or guarantee benefits the Association and either approves the specific loan or guarantee or a general plan authorizing the loans and guarantees.

ARTICLE IX

ACTIONS AGAINST OFFICERS AND DIRECTORS

The Association shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who had been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director, officer or committee member, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise.

ARTICLE X

BOOKS AND RECORDS

Section 1. Books and Records. The Association shall keep correct and complete books and financial records sufficiently detailed for proper accounting purposes and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the Association may be inspected by any director, or such director's agent or attorney, for any proper purpose at any reasonable time.

Section 2. Financial Statements. Within ninety (90) days of each taxable year the Board shall distribute to each Owner and, upon written request, any Mortgagee of a Lot, a copy of the annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year.

Section 3. Statement of Assessments. Unless the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due, the Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

A. The amount of assessments due from the Owner and unpaid at the time the request was received, including:

1. Regular and special assessments;

2. Fines and other charges;

3. Accrued interest; and

4. Late payment charges.

B. The percentage rate at which interest accrues on assessments that are not paid when due.

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

ARTICLE XI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XII

AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority vote of the general membership at any regular meeting or at any special meeting, if written notice is given of the intention to alter, amend or repeal or to adopt new bylaws at such meeting and a copy of the proposed change(s) have been communicated in writing to each member of the Board of Directors not less than fifteen (15) days prior to the meeting of the Board.

ARTICLE XIII

FINES

The Board of Directors may from time to time adopt by resolution a schedule of fines that may be levied by the Association, after giving written notice and an opportunity to be heard, against any Owner or associate member for violations of the Declaration, these Bylaws or the Rules or Regulations of the Association. Any fine levied against an Owner or associate member shall be a lien against the Lot of the Owner or the Lot occupied by the associate member in the same manner as an assessment against the Lot.

ARTICLE XIV

HEADINGS

The headings contained in these Bylaws are for convenience only and shall not, in any way, affect the meaning or interpretation of these Bylaws.

DECLARANT

LAURELWOOD DEVELOPMENT, LLC,
an Oregon limited liability company

By: SPE Oregon Management, LLC,
an Oregon limited liability company, Manager

By: ______________________
Name: Greg Kubicek
Its: Manager
Date: 9/17/19

LW HOF II, LLC,
an Oregon limited liability company

By: SPE Oregon Management, LLC,
an Oregon limited liability company,
Manager

By: ______________________
Name: Greg Kubicek
Its: Manager
Date: 9/17/19