

SECOND RESTATED DECLARATION OF
COVENANTS CONDITIONS & RESTRICTIONS
OF THE COUNTRY CLUB WEST HOME OWNERS ASSOCIATION, INC.
AND BYLAWS

This Declaration of Covenants, Conditions and Restrictions (Declaration) is made the COUNTRY CLUB WEST HOME OWNERS ASSOCIATION, INC., an Oregon public benefit corporation with members (HOA).

RECITALS:

A. The property described in Exhibit A (the Property), attached hereto and by this reference incorporated herein as though fully set forth, is the property subject to this Declaration.

B. The members listed on Exhibit B (the Members) are subject to the original Declaration of Covenants Restrictions dated June 17, 1987 Recorded August 23, 1987 at Document # 87-37027 Reel # 1473 as well as the First Amendment dated January 11, 1989 and the Second Amendment dated November 30, 1989 as well as the First Restated Declaration of Covenants Conditions & Restrictions of The Country Club West Homeowners Association and Bylaws dated November 3, 2011, Recorded December 21, 2011 at Document # 2011-058329 (collectively the "Original CC&R's").

C. By this Declaration, HOA desires to Amend and Restate the reasonable controls over the use and development of the Property set forth in the Original and Amended CC&R's, as well as implement a procedure to enforce such controls. The Members possessing 3/4 of the votes as required by Article V, Section 2 of the Declaration of Covenants Conditions and Restrictions have approved this Second Restated Declaration of Covenants Conditions & Restrictions of The Country Club West Homeowners Association and Bylaws

IN CONSIDERATION of the foregoing recitals, which are by this reference incorporated herein, HOA does hereby declare and establish that the Property shall be encumbered and restricted in accordance with the provisions contained herein for the length of time specified in Article V below.

**ARTICLE I
DEFINITIONS**

Section 1. Definitions. The following words shall have the meanings hereinafter set forth wherever used in the Declaration unless the context clearly requires otherwise.

A. "Association or HOA": The Country Club West Homeowner's Association as established hereunder.

B. "Declaration": This Declaration of Covenants and Restrictions.

C. "Living Unit": A building or structure located on a Lot designed for use and occupancy as a single-family residence.

D. "Lot": Each lot designated on the Plat

E. "Member": A member of the Association.

F. "Owner": The person or persons who hold fee simple title to any Lot, or the vendee who is purchasing any Lot under a land sale contract. Owner shall not include, however, any vendor, mortgagee or other party claiming any interest in any Lot as collateral for an obligation unless and until such person acquires fee simple title free of the interest of the debtor, vendee or mortgagor (except for rights of redemption) pursuant to foreclosure or some proceeding in lieu of foreclosure.

G. "Plat": That portion of Country Club West as platted and recorded as File No. 73, Slide No. 617 and 618 in the plat records of Lane County, Oregon, which lies East of a line running South 0 degrees 15 minutes West from a point on the North line of such Plat, which point is 362 feet West from the Northeast corner of the Plat, a copy of which is attached hereto as Exhibit C which is incorporated hereon as though fully set forth.

H. "Property": The Property describe in Exhibit A, attached hereto and by this reference incorporated herein as though fully set forth.

ARTICLE II HOMEOWNERS ASSOCIATION

Section 1. Creation. The HOA was originally created as a partnership in 1987. By virtue of the filing of Articles of Incorporation the HOA is electing to become a public benefit corporation with members, which shall have the powers and duties and shall be organized and operate in accordance with the terms of this Declaration. The HOA has been and shall continue to be a real estate management association as defined in and operating in accordance with Section 528 of the Internal Revenue Code of 1986, as from time to time amended.

Section 2. Membership. The Owner of each Lot shall be a Member. All of the individuals who own one Lot shall be collectively considered one Member. If an Owner owns more than one Lot, such Owner shall still be deemed one Member. If a Member is comprised of more than

one person or entity, they shall designate a person to vote for them. They shall not be entitled to vote unless they agree on such representative.

Section 3. Voting. Except as otherwise provided herein, all decisions of the Association Members shall be decided by a majority of the votes cast. Each Member shall have one vote for each Lot which the Member owns. Association Members may vote In Person at a duly called meeting, In Writing signed and returned to the Board of Directors at any time up to ten days after a duly called meeting, or by email sent to a member of the Board of Directors at any time up to ten days after a duly called meeting.

Section 4. Meetings. Meetings of the Association Members may be called either by the Board of Directors or upon the call of the Members holding 20% of the Members' votes. Meetings shall be called by either an email transmission or a written notice mailed or personally delivered to each of the Members, at their residence if they reside on a Lot or, if not, at their last known address reflected on Association records, not less than seven (7) calendar days prior to the date of any meeting. All meetings shall be conducted at a location not more than 15 miles from the Property. The Members may act without a meeting upon the written concurrence of the Members holding 3/4 of the votes which could be cast at a meeting of the Members if such a meeting were convened on the date of the last signature.

Section 5. Board of Directors. The affairs of the Association shall be managed and conducted by a Board of Directors. Such Board of Directors shall make all decisions for the Association except those items for which this Declaration requires a vote of the Members. The Members, however, shall have the right to delegate to the Board of Directors matters which would require a vote of the Members, so long as the resolution approving such delegation is approved by the number of Members which would be required for the Members to approve the action which is the subject of the delegation.

A. Size. The number of Directors shall be not less than three (3) nor more than nine (9).

B. Election. The first Board of Directors of the new Association shall be as listed in the Articles of Incorporation. Thereafter, the current Board shall nominate all new Directors and the Members shall vote to elect the required number of Directors. Each Director shall serve from the date of election or appointment until the expiration of each Director's term as set forth in the Articles of Incorporation. A Director may be removed at any time by a vote of the Members.

C. Officers. The Board of Directors shall elect officers comprised of a President, Vice-President, Secretary and a Treasurer.

i. The president shall preside over all meetings of the Board of Directors and the Members.

ii. The Secretary shall be responsible for the maintenance of the records of the Association.

iii. The Treasurer shall be responsible creating the annual budget by forecasting revenue and expenses; Preparing and presenting financial reports to the board and other entities; Ensuring that the HOA meets the requirements for an audit and passes the audit; Maintaining financial records and statements; Ensuring that the HOA conducts reserve studies and has adequate funding in the budget; Identifying and managing financial risks such as fraud or embezzlement; Managing the HOA's bank accounts; Paying bills for the HOA; and Distributing statements to HOA members.

iv. In the event the president is unable to serve, the vice-president shall assume the role of the president.

D. Quorum. A majority of the Directors shall constitute a quorum for the purposes of conducting business. All decisions of the Board of Directors shall be made by a majority vote of those Directors present at a meeting. The Board may act without a meeting upon the written consent to the action by all of the Directors.

E. Meetings. Meetings of the Board of Directors shall be convened at the call of the President, Secretary or any two Directors. Notice of each meeting shall be given to each Director at least 48 hours in advance of the meeting. Meetings shall be held within 15 miles of the Property.

F. All documents requiring approval of the Association shall be executed by two individuals who are either officers or members of the Board of Directors.

Section 6. Association Powers. The Association shall have the authority to enforce any and all of the provisions of this Declaration and carry out any and all other lawful activities necessary and proper for the Association to provide for a satisfactory, desirable, and aesthetically pleasing living environment within the Property for all Members of the Association and their families. Such powers shall include but not be limited to:

A. Imposing assessments on the Members to fund Association activities. The Association may file and foreclose liens against the Lot of any Member who fails to pay assessments imposed by the Association.

B. Initiating litigation to enforce compliance with the obligations hereunder.

C. Providing for the maintenance and improvement of the unimproved Lots.

D. Providing for security services or patrols for the Property.

E. Purchasing liability and casualty insurance.

F. Establishing a reserve fund for repair or replacement of Common Area improvements and/or landscaping.

G. Paying property taxes on the Common Area.

ARTICLE III DEVELOPMENT CONTROLS

Section 1. Purpose. It is the intent and purpose of this Declaration that the Property, as platted, shall provide a harmonious, aesthetically pleasing and desirable urban residential living environment for the Members and their families, and that no Member or the Member's guests or family shall use or occupy any of the Property, including the Member's Lot, in a manner which is noxious, abhorrent or aesthetically undesirable to the other Members.

Section 2. Use Restrictions. The following restrictions shall apply to the Property unless modified under the provisions of Section 3 below.

A. Living Units. Only one Living Unit shall be allowed on each Lot. No mobile homes, prefabricated homes, or similar Living Units or multi-family Living Units shall be allowed.

B. Occupancy. No lot shall be used for other than residential purposes and no buildings or structures shall be erected on any Lot except Living Units, garages, carports, swimming pools, fences and noncommercial greenhouses.

C. Rental. No Living Unit, or any part thereof, may be rented out by the Owner for any reason or for any duration of time unless first approved in writing pursuant to Article III, Section 3. Violation of this Rule is subject to Article VI, Section 1.

D. Temporary Structures. No structure of a temporary character, trailer, partially finished house, shack, garage, or other building shall be located, constructed or occupied on any Lot at any time as either a permanent or temporary residence. All structures, additions, alterations or improvements shall be completed within one year from the commencement of construction.

E. Offensive Uses. No noxious, offensive or illegal activities shall be carried on upon any Lot on the Property, nor shall any Lot on the Property be used or occupied in any manner which is an unreasonable annoyance to any other Member. Each Owner shall at all times landscape and maintain their Lot in an attractive and well-kept manner which is harmonious with the balance of the Lots.

F. Signs. No sign or any kind shall be displayed to public view on any Lot, except one unlighted sign of not more than four (4) square feet advertising the Lot for sale.

G. Animals. No animals with outdoor access shall be kept on any Lot except that the occupants of each Living Unity may keep any combination of dogs or cats so long as the total number of animals per Living Unit does not exceed two. All dogs must be kept indoors at night and not permitted to freely roam the Property at any time.

H. Sanitation. Trash, garbage or other waste shall not be kept except in sanitary containers, emptied at least weekly. All compactors, garbage cans or other equipment for the storage or disposal of refuse shall be maintained in a clean and sanitary condition, enclosed by fences and screened from sight. All storage of household items shall be within areas which are enclosed by the walls of a building or enclosed by fences or vegetation where such storage is screened from view from outside the Lot.

I. Antennae. The only outside antennae permitted shall be those antennae that are affixed to the roof of the house or garage and that are no larger than 18 inches in diameter. Furthermore, all antennae must be painted to match the color of the house.

J. Recreational Vehicles. Travel trailers, campers, motor homes, boats and similar recreational vehicles may be parked on a Lot or adjacent Lot so long as such items are for the personal use by the occupants of the Living Unit. If such vehicles are parked for more than one week, they shall be parked in a fully enclosed garage. Occupancy of such vehicles while parked on a Lot or adjacent street is not permitted. Such vehicles may never be parked in Common Areas.

K. Utility Lines. All utilities serving each Lot shall be installed and maintained underground.

L. Maintenance of Unimproved Lots. The Association shall be responsible for the maintenance of unimproved Lots. Unimproved Lots shall be maintained in an attractive manner compatible with the aesthetic value of the Property as a whole. The costs incurred in maintaining each unimproved Lot shall be an additional charge and chargeable to and assessed against such Lot and payable by the Owner under Article IV, Section 1.

Section 3. Variance. In the event an Owner desires to conduct an activity which is prohibited under Section 2 above, such Owner may file a written request for approval of a variance from the foregoing conditions. The Board of Directors shall have the right to approve activities and Restrictions in violation of such restrictions, so long as such activities do not materially adversely affect the use or occupancy of any other Lot or the Property.

Section 4. Design Restrictions. The Board of Directors may adopt uniform written design guidelines for all improvements on the Property. In addition, the following general restrictions shall apply to the design of improvements upon each Lot. Such guidelines and general restrictions shall be supplemented by constant requirements imposed in conjunction with architectural review provided under Section 5 below.

A. The floor area (exclusive of garages, carports, patios, decks and porches) of each Living Unit shall be not less than 1800 square feet.

B. Each Living Unit and appurtenant structures shall be constructed within an area on each Lot specified in conjunction with architectural review. In addition, the design of each structure shall preserve reasonable solar access for all adjacent Lots.

C. No structures may exceed thirty (30) feet in height measured from the midpoint of the Lot. Roofing materials and exterior finishes and colors must be approved as a part of architectural review.

D. Lots may be fenced only with material and of a design approved as a part of architectural review.

E. Exterior mechanical equipment shall be located and screened to minimize all noise which it creates.

F. Each Living Unit shall be located within the buildable area of the Lot designated on the Plat.

Section 5. Architectural Review. Whenever an Owner desires to construct or alter any improvement, including but not limited to buildings, fences, walls or additions or modifications thereto, such Owner shall, prior to commencing such improvement, submit plans and specifications showing the nature, kind, shape, size, colors, materials and location of the improvement to the Architectural Committee selected by the Board of Directors. The Architectural Committee shall review such plans and specifications with regard to the materials, exterior color, and design and location of the improvement upon the Lot, the proposed finished grades, and the harmony of the exterior design, landscaping and location in relation to surrounding structures and topography. The Architectural Committee has the authority to hire an architect to assist it with its duties. If the Architectural Committee has any objection to any of the plans or specifications, The Board of Directors shall so notify the owner in writing within thirty (30) days of submission of such objection, and the Owner shall modify such plans and specifications sufficiently to satisfy such objections. The improvements shall be constructed only in accordance with plans and specifications as modified to satisfy the objections. In the event the architectural Committee hires an architect, the Board of Directors may impose a fee on the owner-applicant sufficient to pay the architect's fees for review of the plans and specifications and may require payment in advance of the review. If the Board of Directors fails to notify the Owner of any objections with thirty (30) days of receipt of complete plans and specifications and payment of the review fee, then the plans and specifications shall be deemed approved as submitted.

ARTICLE IV ASSESSMENTS

Section 1. Imposition of Assessments. Each Member (excluding Developer) shall pay to the Association the sums set forth below to pay for the necessary and proper expenses of the Association in carrying on its activities.

A. Annual Assessment. Each member shall be required to pay to the Association an annual assessment on or before January 1 of each calendar year. The Board of Directors shall establish the amount of the annual assessment. The Board of Directors may provide for the payment of assessments in installments during each year.

B. Allocation of Assessment. The total annual assessment shall be divided by the number of Lots owned by Members on November 30 of the prior year, and the quotient shall be the assessment levied on each Lot.

C. Special Assessments. Each Owner shall pay all assessments against the Owner's Lot imposed under Article III, Section 2, L.

D. Limitation. Notwithstanding the foregoing, the assessment against all Members for any year shall not exceed two percent of the estimated value of all Lots. Such calculation shall be made in accordance with the Oregon Revised Statutes 94.570(2)(b) (2009), and the limitation contained therein may not be exceeded except with the approval of a three fourths (3/4) majority vote of the Members.

Section 2. Lien. The Association shall have a lien on each Lot for all assessments payable to the Association by the Owner of such Lot. The lien for any assessments shall be superior to any and all liens against such Lot, except for liens for real property ad valorem taxes and for liens against the Lot to secure repayment of financing for the construction of improvements of such Lot, but only to the extent that such liens are (a) perfected prior to the accrual of the assessment in question and (b) the subordination shall only be to the extent that the financing is actually used for the construction of improvements on the Lot in question. In the event Lane County acquires ownership of any of the Property through foreclosure of its ad valorem tax lien against such property, no assessment accruing thereafter against the foreclosed Property shall become a lien thereon for a period starting on the date of foreclosure and ending on the date on which Lane County ceases to be the owner.

**ARTICLE V
DURATION AND AMENDMENTS**

Section 1. Duration. This Declaration shall become effective upon recording in the real property records for Lane County, Oregon, and shall continue for a term of thirty-three (33) years. The Declaration shall automatically renew thereafter for terms of twenty (20) years, unless prior to the end of such thirty-three (33) years or any twenty (20) year terms thereafter the Declaration is terminated in writing and signed by the Owners of three fourth (3/4) of the Lots and recorded in the real property records of Lane County, Oregon.

Section 2. Amendment. This Declaration of Covenants and Restrictions may be amended at any time by an instrument in writing, executed any the Owners of three fourths (3/4) of the Lots, and recorded in the real property records of Lan County, Oregon.

**ARTICLE VI
MISCELLANEOUS**

Section 1. Dispute Resolution. In the event of any dispute concerning this Declaration (except as provided in subsections A and B below), such dispute shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association, the Arbitration Service of Portland, or in accordance with the arbitration provisions contained in any applicable law, such as Oregon Revised Statues 36.300 *et seq.* (2009). Any award determination of the arbitrators shall be final and may be entered as a judgment in any court of competent jurisdiction in the manner then provided by law.

A. Enforcement. The Board of Directors may commence litigation on behalf of the Association to obtain an injunction to enjoin any actual or threatened violation of any of the provisions of Section 2 or 4 of Article III. The Association may obtain without notice, hearing or the posting on any bond, a temporary restraining order enjoining such activity until a hearing can be convened to determine whether such temporary restraining order should continue. Under no circumstances shall the Association be required to post any bond or undertaking as a condition of obtaining any temporary restraining order, preliminary or permanent injunction. The prevailing party in the enforcement action under this Section A shall recover such party's attorney fees incurred therein and, in any appeal therefrom.

B. Lien Enforcement. The Association, acting through the Board of Directors, may sue to collect any assessments and may foreclose any lien for assessments under Article IV, by suit in equity, for assessments accruing within six years prior to the date upon which the foreclosure commenced. In the event of any suit for foreclosure, the Association shall obtain a judgment against the owner for the amount of the assessment actually due and for the Association's rea-

sonable costs, disbursements and attorney fees incurred in such litigation, and a decree of the court directing that any subordinate liens against the Lot in question be foreclosed and the Lot and improvements thereon be sold in the manner provided for the sale of real property upon execution, the proceeds of the sale to be used to satisfy the Owner's obligations to the Association.

C. Enforcement Against a Director. No Member who is a Director and who is also the subject of enforcement action under A or B shall have any right to attend any Director's meetings or vote on any matters related to the enforcement. The remaining Directors may, by a majority vote, remove and replace the offending Director during or following such proceedings.

Section 2. Severability. In the event any term or provision this Declaration is determined to be unenforceable, invalid or void for any reason by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any of the other provisions contained herein, and such other provisions shall be construed as through such invalid, unenforceable or void provision had never been included in this instrument.

Section 3. Successor in Interest. This Declaration of Covenants and Restrictions shall be appurtenant to and run with the Property and binding upon all present and future Owners.

Section 4. Action Without Meeting

A. Action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 5. Notice. Regular meetings of the Board of Directors may be held without notice of the date, time, place or purposed of the meeting. Special meetings of the Board of Directors must be preceded by a least two (2) calendar days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. The notice may be provided by email or by first class mail addressed to the last known address on file for the director.

Section 6. Waiver of Notice. A director may at any time waive any notice required. Except when waived by attendance, the waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which notice is waived and must be filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting,

or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 7. Quorum. No fewer than one-third (1/3) of the members of the Board of Directors in office, immediately before the meeting begins, shall constitute a quorum necessary for the transaction of any and all business of the corporation. In the Event there shall be in attendance at any meeting of the Board of Directors a lesser number than a quorum, that number may adjourn the meeting to another day, at which time of adjournment the members present shall give each other member at least one day's notice. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present is the act of the Board of Directors. A director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented to the action unless:

A. The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting;

B. The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

C. The director delivers written notice of dissent or abstention to the presiding officer of the meeting before it's adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 8. Standard of Conduct for Officers.

A. An officer shall discharge the duties of an officer under that authority:

1. In good faith;
2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
3. In a manner the officer reasonably believes to be in the best interest of the corporation.

B. An officer is not acting in good faith if the officer has knowledge concerning the matter in question that makes reliance or information, opinions, reports or statements, including financial statements, prepared or presented by corporate officers or employees or legal counsel or oath similar persons unwarranted.

C. An officer is not liable to the corporation, any member or other person for any action taken or not taken as an officer, if the officer acted in compliance with this section.

Section 9. Indemnification.

A. Authority of Indemnify Directors

1. Except as provided in paragraph 2 of this section, the corporation may indemnify an individual made party to a proceeding because the individual is or was a director against liability incurred in the proceeding if:

a. The conduct of the individual was in good faith;

b. The individual reasonably believed that the individual's conduct was in the best interest of the corporation, or at least not opposed to its best interest; and

c. In the case of any criminal proceeding the individual had no reasonable cause to believe the individual's conduct was unlawful.

2. The corporation MAY NOT indemnify a director under this section:

a. In connection with proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

b. In connection with any other proceeding charging improper personal benefit to the director in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

B. Mandatory Indemnification. The corporation shall indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

C. Advance for Expenses.

1. The corporation may pay for or reimburse the reasonable expenses incurred by the director who is party to a proceeding in advance of final disposition of the proceeding if:

a. The director furnishes the corporation a written affirmation of the director's good faith belief that the director's conduct has conformed to the standard of conduct described in the article; and

b. The director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct.

2. The undertaking required by subparagraph 2 of paragraph (a) of this section must be an unlimited general obligation of the director, but need not be secured and may not be accepted without reference to financial ability to make repayment. Any authorization of payments under this section may be made by a resolution of Board of Directors or by contract.

D. Determination and Authorization of Indemnification

1. A determination that indemnification of a director is permissible shall be made:

a. By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceedings;

b. If a quorum cannot be obtained under subparagraph 1 above, by majority vote of a committee duly designated by the Board of Directors consisting solely of two or more directors not at the time parties to the proceeding. However, directors who are parties to the proceeding may participate in designation of the committee; or

c. By special legal counsel selected by the Board of Directors or its committee in the manner prescribed above or, if a quorum of the Board of Directors cannot be obtained under subparagraph 1 and a committee cannot be designated under subparagraph 2, the special legal counsel shall be selected by majority vote of the full Board of Directors, including directors who are parties to the proceedings.

2. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the termination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled above to select counsel.

E. Indemnification of Officers, Employees and Agents

1. An officer of the corporation is entitled to mandatory indemnification as set forth above to the same extent as a director.

2. The corporation may indemnify and advance expenses to an officer, employee or agent of the corporation to the same extent as to a director.

F. Insurance. The corporation may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, of-

ficer, employee or agent of the corporation or who, while a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The corporation may purchase and maintain the insurance even if the corporation has no power to indemnify the individual against the same liability.

G. Additional Rights of Indemnification. The indemnification and provisions for advancement of expenses set forth above shall not be deemed exclusive of any other rights to which directors, officers, employees or agents may be entitled under any agreement, general or specific action of the corporation's Board of Directors and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10. Contracts, Loans, Checks and Deposits

A. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

B. Loans to Corporation. No loan shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

C. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

D. Deposits. All funds of the corporation shall be under the supervision of the Board of Directors and shall be handled and disposed of in such manner and by such officers or agents of this corporation as the Board of Directors may from time to time authorize.

Section 11. Interpretation. The Board of Directors shall have the power to interpret this Declaration. Any interpretation by the Board that is not clearly unreasonable shall be binding upon anyone applying it including any court which is asked to make any ruling based upon it.

Exhibit A

Country Club West Subdivision as filed and platted on August 20, 1987 at File 73, Slides 617 and 618, Lane County Oregon Plat records in Eugene, Lane County Oregon.

Excepting Lot 21, Block 1 and Lot 10 Block 2.

Exhibit B

Country Club West Homeowner Association Member List

Elaine Gubrud
Connie Redhead
Mike Layne
Doug Knecht
Darlene Knecht
Cordy Jensen
Polly Jensen
Tom Maks
Marcis Maks
Fred Wittkop
Peggy Wittkop
Duane Iversen
Marlene Iversen
Bill Marquess
Mary Marquess
Frank Elsener
Sheila Elsener
Sheri Hammerstad
Larry Richards
Donna Richards
Darrell Rosin
Willa Rosin
Erik Finrow
Catherine Crabtree
Marilyn Deaton
Jack Scribner
Margaret Scribner
John Franklin
Sandy Franklin
Mike Balm
Dee Carlson
Steven Jung
Theresa Ripley
Judy Charbonneau
Shehzad Jinnah
Nasreen Jinnah
Dave Burtner
Leona Burtner
John Lundquist
Julie Lundquist
Cheryl Musial
Linda Greenblatt