



**BY-LAWS**

OF

**WESTRIDGE PLACE HOMEOWNERS ASSOCIATION**

A Non-profit Washington Corporation

**ARTICLE I**

**Section 1. Definitions**

As used herein, the following terms are defined to have the following meanings:

1.1 The term "Declarant" shall mean and refer to One Pacific Corporation, an Oregon corporation, and its successors in interest.

1.2 The term "Westridge Place" shall mean and refer to real property in the plat of Westridge Place and recorded under Clark County Auditor's Recording No. \_\_\_\_\_, and to all other plats contiguous thereto or joined thereto by successive contiguous plats which in the future shall be recorded by Declarant, or its assigns or successors in interest, as part of "Westridge Place" as originally submitted for preliminary plat approval, and to which the Covenants, Conditions and Restrictions applicable by declaration of the owner or owners or dedicator of any such plat are made.

1.3 The term "Homeowners Association" shall mean and refer to the Westridge Place Homeowners Association.

1.4 The term "Board" shall mean and refer to the Board of Directors of the Homeowners Association.

1.5 The term "Lot" or "Residential Lot" shall apply to residential lots and any and all improvements thereon or to be constructed thereon.

1.6 The term "Owner" shall mean and refer to the record owner, (including Declarant) whether one or more persons or entities, of fee simple title to any Residential Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.7 The term "Declarant" shall mean and refer to One Pacific Corporation, its successors and assigns.



Section 2. Membership

Until changed by amendment of the Articles of Incorporation of this Association and these By-Laws, Membership in this Association shall be:

Every owner of a lot (including contract vendees) which is subject to assessment as well as the Owner (Declarant) of all preliminary platted lots as approved by Clark County shall be a member of the Association. Membership shall be appurtenant subject to assessment.

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners (including contract vendees) with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such 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.

Class B: Class B members shall be Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2010.

The rights and privileges of Membership shall terminate when the holder of any such Membership shall cease to qualify as an owner, and his certificate of membership shall thereupon be void.

Section 3. Meetings of Members

3.1 Annual Meetings. The annual meeting of the members shall be held on the second Tuesday of April of each year. All meetings of members shall be held as provided for in the notice of such regular meeting, at such place within the County of Clark, State of Washington, as shall be stated in the said notice.

3.2 Special Meetings. Special meetings of the members may be called by the President of the Board, a majority of the Board of Directors, or by owners having 10% or more of the votes in the Association.



3.3 Notices. Written or printed notices stating the place, day, and hour of the annual and any special meetings, and in the case of special meetings, the purpose or purposes for which the meeting is called (including the general nature of any proposed amendment to the articles or bylaws, any budget or proposed change to a previously approved budget which result in a change in assessment, and any proposal to remove a director), shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting of the members, either personally or by mail, or at the direction of the President, the Secretary, or the Officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited with the United States mail, with postage fully prepaid thereon, addressed to the member at the most recent address as it appears on the records of the Association.

3.4 Quorum in Voting. The vote of a majority of the members or voting units present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members. A quorum is present at any meeting if the owners to which 34% of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

3.5 Conduct of Meetings. Except as otherwise provided for in this Section, all meetings of the Association and Board of Directors shall be open for observation by all owners of record and their authorized agents. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all owners. Upon the vote in any open meeting to assemble in closed session, the Board may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communication with legal counsel; and discuss likely or pending litigation, matters involving possible violations of governing documents of the association, and matters involving the possible liability of an owner to the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or action adopted, passed, or agreed to in closed session may become effective unless the Board, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this section shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

Section 4. Directors

4.1 Number, Election, and Tenure. The property and affairs of the corporation shall be managed and controlled by a Board of Directors, the membership of which shall consist of three (3) persons who shall have been duly elected from



among the members of the Association, and four (4) persons who shall be designated by the Declarant to serve as Directors of the Association; provided, that at such time as Declarant, and its successors in interest as developers, shall own no real property in Westridge Place, the authority of Declarant to designate members of the Board shall terminate. Directors to be elected by the membership shall be an Owner. Directors to be appointed by the Declarant need not be an Owner. The members of the Board to be elected by the membership shall be elected at the annual meeting of the members. At the annual meeting to be held on the second Tuesday in April, 1997, three (3) Directors shall be elected, two (2) for a two-year (2-year) term and one (1) for a one-year (1-year) term. At each subsequent annual meeting, Directors shall be elected for a two-year (2-year) term to fill expiring terms. Nominations for Directors shall be received by the Declarant for a period of thirty (30) days ending seven (7) days prior to the annual meeting. All persons nominated and who consent to such nomination shall have their names placed on the ballot. Directors shall serve during their respective terms and until their successors have been elected and qualified. Any vacancy in the Board of Directors as a result of a vacancy among the members elected by the membership shall be filled by appointment of the remaining Directors. Any vacancy in the directorship held by a person designated by the Declarant shall be filled by the Declarant, and such person shall be a member of the Board. During the existence of any vacancy, the remaining Directors shall possess and exercise all powers vested in the Board.

4.2 Removal of Directors. Any Director elected by the membership may be removed, with or without cause, by a majority vote of the owners at any membership meeting where a quorum is present.

4.3 Regular Meetings of Directors. A regular meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Other regular meetings of the Board may be held without notice at such times and places as the Board by resolution may determine.

4.4 Special Meetings of Directors. Special meetings of the Board may be called from time to time by the President or by any two (2) Directors.

4.5 Notices. The Secretary shall give written notice of each special meeting of the Board by mailing such notice by United States mail to the respective Directors at their last known post office address, at least five (5) days prior to the date of such meeting. No notice of any regular meeting need be given. Directors may waive notice of meetings of the Board, and a waiver thereof signed by the Director entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except in event the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.



4.6 Quorum in Voting. A majority of the members of the Board shall constitute a quorum for the transaction of all business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. When a quorum exists, action may be taken by the majority vote of the Directors present.

4.7 Powers and Duties of Directors. The Board of Directors shall be vested with the powers and duties of the Association as set forth in Sections 7 and 8 herein.

#### Section 5. Officers and Agents

5.1 Elective Officers. The Officers of the corporation shall consist of a President, one or more Vice-Presidents as the Board may from time to time determine and with such duties as the Board may assign, a Secretary, and a Treasurer, and such Assistant Secretaries and/or Assistant Treasurers as the Board may designate. Any two (2) or more offices may be held by one person except the offices of President and Secretary.

5.2 Election of Officers. The Officers of the Association shall be elected by the Board as its first meeting and thereafter at each regular annual meeting. All Officers except the Secretary shall be members of the Board, and the Secretary may be a Director. In the event of the failure to hold any annual meeting as herein provided, Officers may be elected at any time thereafter at a special meeting of the Board called for that purpose. Each Officer shall hold office for the term of one (1) year and until his successor shall be elected and qualified. Each Officer shall be subject to removal at any time by a vote of the majority of the entire Board whenever in the judgment of the Board the best interest of the Association will be served by such removal.

5.3 Vacancies. A vacancy in any office shall be filled by the Board at any regular meeting or a special meeting called for that purpose.

5.4 Employees and Agents. The Board shall be empowered to employ such employees and agents and to execute such contracts as it may deem necessary to properly carry out its objectives and purposes as stated in the Articles of Incorporation and in these By-Laws.

5.5 President. The President shall be the chief executive officer and have general and active charge of the management of the Association, subject to control by the Board. When present, he shall preside at all meetings of the Board. The President shall have the power to appoint and discharge agent and employees, subject to the approval of the Board.



5.6 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice-President shall also exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.7 Secretary. The Secretary shall give such notice of meetings to the Board as required by these By-Laws and shall keep a record of the proceedings of all such meetings. The Secretary shall have custody of all books and records and papers of the Association except those which are in the care of the Treasurer or some other person to have custody and possession thereof by resolution of the Board. The Secretary is authorized to sign with the President or Vice-President in the name of the Association all official documents, papers, deeds, and contracts including those in any way affecting the property or interests of the Association and shall affix the seal of the Association thereto. The Secretary shall submit such reports to the Board as may be requested by it from time to time. An Assistant Secretary may, if authorized by the Board, perform the duties of the Secretary in the event of the absence or inability of the Secretary.

5.8 Treasurer. The Treasurer shall account for all the monies of the Association received and disbursed, and shall deposit all the monies in the name of and to the credit of the Association in such banks and depositories as the Board shall designate, subject to withdrawal in the manner determined by the Board, and subject to the Board, shall safely keep all valuables of the Association. The Treasurer shall from time to time make such reports to the Officers and Board as may be required, and shall perform such other duties as the Board from time to time shall delegate. An Assistant Treasurer may, if authorized by the Board, perform the duties of the Treasurer in the event of the absence or inability of the Treasurer.

Section 6. Assessments, Purpose of Assessments, Liens and Collections.

6.1 Assessments. Subject to the final approval of Declarant, in writing, the Association is vested with power and authority to, and shall assess and collect from time to time from its Members: (1) annual assessments and/or monthly dues and/or charges on a per lot basis; and (2) special assessments for capital improvements and any shortfalls in maintenance on a per lot basis, such assessments to be fixed, assessed, and collected as hereinafter provided. Such annual assessments and/or monthly dues and/or charges shall be chargeable ratably based upon the number of lots in Westridge Place. Each such assessment, together with interest at the rate of twelve percent (12%) per annum from the due date on unpaid balances of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and in event also of appeal) incurred in the collection thereof, shall become a charge against the respective residential lot and a continuing lien on the residential lot against which the assessment is made, which lien may be

enforced by a suit in equity or law. Each Owner of a Residential Lot, by acceptance of a deed, contract or other conveyance therefor, whether or not it shall be so expressed in such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association each such annual or special assessment, and each such assessment shall be the personal obligation of the owner of such residential lot as of the date the assessment is declared due as well as a lien against the residential lot. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or herself or any occupant of the residential lot against which the assessment is levied.

6.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, and protection of the residents in Westridge Place and in particular for the improvement and maintenance of Westridge Place and to buildings, services, facilities, planted parkways and other facilities devoted to this purpose and related to the use and enjoyment of the common area and facilities in the Westridge Place.

6.3 Basis of Annual Assessments. Subject to change as hereinafter provided, the annual assessment shall be One Hundred Dollars (\$100.00) per residential lot on a 6,000 (+ or -) square foot lot; One Hundred Fifty Dollars (\$150.00) for a 10,000 (+ or -) square foot lot; Two Hundred Dollars (\$200.00) for a 12,000 (+ or -) square foot lot, with proration on a calendar year basis respecting any resident whose residence commences or terminates other than as of January. From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, effective January 1st of each calendar year, a special assessment against each and every lot for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, maintenance, or replacement or partial replacement of any capital improvement described in the notice of the Board meeting at which such action shall be considered.

6.5 Uniform Rate of Assessment. Unless otherwise provided by action of the Board, annual assessments as set forth above shall be fixed at a uniform rate for all residential lots based on the approximate square footage ration their lot is to the total square footage of all the lots, pursuant to the following formula:



6,000 (+ or -) square foot lots shall be assessed for 29.43% of any and all assessments which shall be prorated amongst 133 lots.

10,000 (+ or -) square foot lots shall be assessed for 47.57% of any and all assessments which shall be prorated amongst 129 lots.

12,000 (+ or -) square foot lots or larger, shall be assessed for 23.00% of any and all assessments and shall be prorated amongst 52 lots.

Assessments may be collected on an annual basis, or such other basis as the Board shall determine. Special assessments as set forth above shall be fixed at a uniform rate against each and every lot. During any period when the Declarant, or its successors in interest as developers, shall own any real property in Westridge Place, any action of the Board fixing any assessment on other than a uniform rate per lot shall be invalid unless the Declarant, or its successors in interest as developers, shall concur in writing with the action.

6.6 Dates of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earlier of occupancy of the residence constructed on the Residential Lot, or sixty (60) days notice of completion for the residence constructed on the Residential Lot. No unimproved Residential Lot shall be subject to any assessment or charge herein. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall set the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid.

6.7 Subordination of Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust encumbering the residential lot upon which it is levied. Sale or transfer of any residential lot shall not affect the assessment lien. However, the sale or transfer of any residential lot which is subject to any mortgage or Deed of Trust, pursuant to a decree of foreclosure under such mortgage or Deed of Trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

6.8 Homeowners Association Option to Remedy Violations. The Association, at its option, shall have the power and right at all times, after reasonable

notice to the owner and any occupant and for the account of the owner, to abate and correct any violations of these By-Laws or of the Declarations of Conditions and Restrictions applicable to Westridge Place, to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a residential lot and improvements thereon and to keep said residential lot and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Association pursuant to this provision shall be a charge and lien against the residential lot involved with a lien enforceable as provided above and, in addition, shall be the personal obligation of the owner thereof. The Board of Directors may adopt reasonable fines against owners for violating these By-Laws or the Declarations of Conditions and Restrictions and/or the rules and regulations of the Association provided that the Board first adopt such a schedule of fines and furnish said schedule to all owners.

Section 7. Powers of Association. The Association shall have the following powers:

7.1 Assessment. To collect assessments from its members for the construction, maintenance and repair of common areas, roadways, easements, wetlands, utilities and improvements, and recreation equipment and activities..

7.2 Contract. To contract with suitably qualified persons, corporations, partnerships or other businesses for the undertaking of projects to construct, maintain or repair roadways, easements, utilities and improvements.

7.3 Costs. To pay, from collected assessments, administrative costs and the costs of any project undertaken in conformity with the powers and duties contained herein.

7.4 Suit. To sue or be sued in its own name, as if it were a natural person, to enforce any contract entered in conformity with the powers and duties contained herein, or to enforce or collect any assessment which has been validly assessed against any member according to the terms of this agreement, or to protect its members from any breach of any fiduciary duty.

7.5 Services. To retain legal, accounting or engineering advice pertaining to any project of suit undertaken pursuant to the terms of this agreement, and to disburse the costs thereof from collected assessments.

7.6 Accounts. To maintain, in its own name, interest bearing or non-interest bearing accounts with suitable financial institutions for the safeguarding and disbursement of any assessments collected or money received. All accounts shall require signature of two (2) officers for payment of any costs or contract services.



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7.7 Action. to take any responsible action which is necessary to carry out the terms of this agreement including filing liens against owners for non-payment of any assessments as set forth by the association.

7.8 Borrow. To borrow money against the assessments, upon such terms and conditions as the officers of the association shall determine.

Section 8. Duties of Association. The Association shall have the following duties:

8.1 Meeting. To conduct a meeting of its members at least once each calendar year.

8.2 Lists. To keep and maintain an accurate and up-to-date list of names and addresses of its members.

8.3 Levy/Collect Assessments. To levy and collect assessments from each member in conformity with the provisions of Section 6 herein.

8.4 Contract. To contract with suitably qualified persons, corporations, partnerships, or other businesses when undertaking any project to construct, maintain or repair roadways, easements, utilities and improvements.

8.5 Costs. To pay promptly from collected assessments all debts and costs incurred in the undertaking of any project in conformity with the powers and duties contained herein.

8.6 Advice. To insure that legal and engineering advice has been obtained pertaining to any project or suit undertaken pursuant to the terms of this agreement, and to promptly disburse the costs thereof from collected accounts.

8.7 Accounts. To establish and maintain, in its own name, suitable accounts, with suitable financial institutions for the prudent safekeeping, preservation and disbursement of any assessments collected or monies received. All accounts shall require signature of two (2) officers for payment of any costs or contract services.

Section 9. Amendments

Except with respect to the provisions defining membership classifications and residency conditions in Section 2, which shall require also the concurrence of the Declarant in writing, or its successors in interest as developers, during any period if Declarant shall own real property in Westridge Place, and except with respect to qualifications, powers, duties and terms of office for Directors, these By-Laws may be amended at



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any regular meeting of the Board or at any special meeting of the Board called for that purpose. A vote of two-thirds (2/3) of the Directors present shall be required for any amendment of the By-Laws. Provisions relating to membership classification and residency conditions as defined in Section 2 shall be amended only by the foregoing procedure, together also with the concurrence in writing of Declarant, or its successors in interest as developers.

IN WITNESS WHEREOF, Declarant has executed this instrument this 25 day of March, 1997.

ONE PACIFIC CORPORATION,  
an Oregon corporation


By: *Marilee J. Thompson*  
Marilee J. Thompson, President

By: *Cheri R. Styres*  
Cheri R. Styres, Secretary

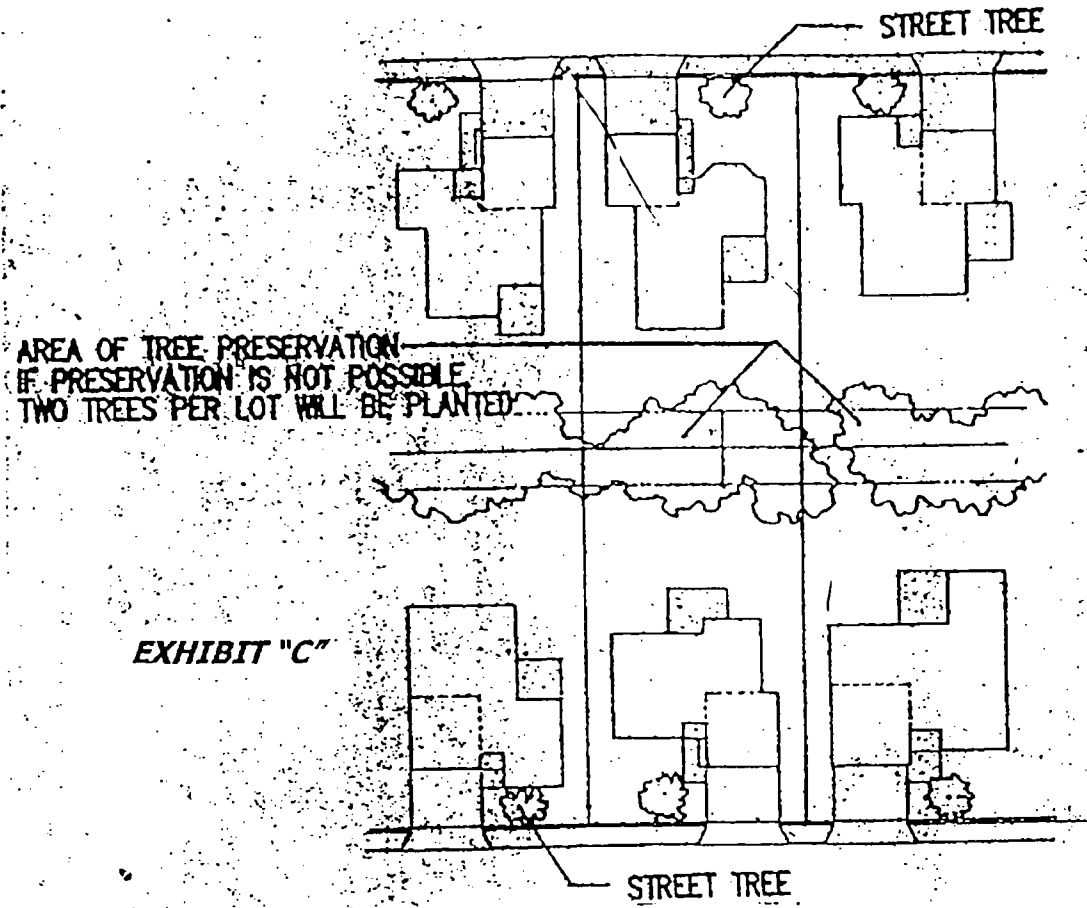
STATE OF WASHINGTON )  
County of Clark ) ss.  
)

On this 25th day of March, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilee J. Thompson and Cheri R. Styres, to me known to be the President and Secretary, respectively, of ONE PACIFIC CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

  
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NOTARY PUBLIC in and for the  
State of Washington, residing at  
Vancouver

PEARL L. PAVLOS  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
SEPTEMBER 1, 1997



1 TREE PRESERVATION DETAIL  
 STREET TREE PLAN

STREET	STREET TREES	SIZE
SE 5th, 6th, 11th, SE 14th, 18th & SE 17th (North of SE 6th) SE 200th (North of SE 6th)	Korean Dogwood (Korea Dogwood) (Tree form, high branching)	2' cal.
SE 7th, 8th, SE 17th (North of SE 9th) SE 200th (North of SE 8th) SE 9th (East of gate)	Chanticleer Flowering Pear (Pyrus cal. 'Chanticleer')	2' cal.
SE 3rd, 4th, 15th & SE 9th (North of Hestridge)	Columnar Sargent Cherry (Prunus Sargentii 'Column')	2' cal.
SE 201st & 9th (East of gate)	Japanese Stewartia (Stewartia pseudocanella)	2' cal.



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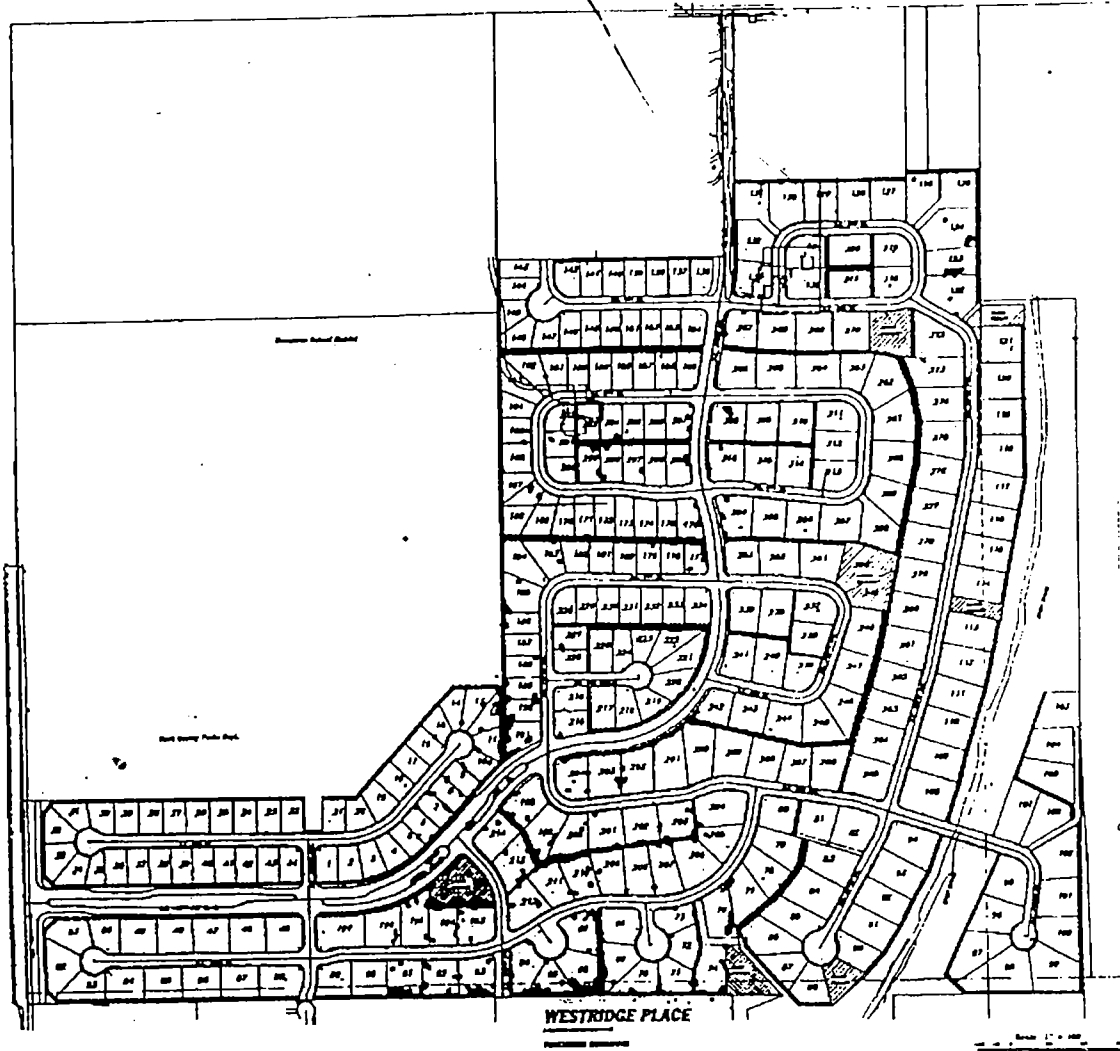


EXHIBIT "D"