

ARTICLE I: PLAN OF OWNERSHIP

1. Name and Location. These are the Bylaws of GOOSE HOLLOW HOMEOWNERS, ASSOCIATION INC., an Oregon nonprofit corporation.
2. Principal Office. The principal office of the Association shall be located at 2355 Miller Court, Woodburn, Oregon 97071.
3. Purposes. GOOSE HOLLOW SUBDIVISION constitutes one or more independent phases of a Planned Community Development Known as TUKWILA PLANNED COMMUNITY. All phases of the GOOSE HOLLOW SUBDIVISION phase are subject to a Declaration of Covenants, Conditions and Restrictions which require the formation of an incorporated homeowners association and the adoption of these Bylaws. The Homeowners Association, the Declaration and these Bylaws will govern each phase of GOOSE HOLLOW SUBDIVISION.
4. Applicability of Bylaws. This Association, its members and all persons using any phase of the GOOSE HOLLOW SUBDIVISION shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.
5. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot in any phase of GOOSE HOLLOW SUBDIVISION shall be a proprietary member of this Association. Membership in and voting and control of the – Association shall remain separate with respect to each separately platted phase of GOOSE HOLLOW SUBDIVISION until the Class B member of that phase becomes a Class A member as provided in Section 6 of this Article I. Thereafter, the membership of all phases of GOOSE HOLLOW SUBDIVISION which have no Class B member shall combine as a single voting association. A meeting of the members of a newly combined Association shall be called, as provided herein, within 30 days after such combination for the election of new directors and officers to hold office until the next annual meeting. The foregoing definition of membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Association. Ownership of such Residential Lot shall be sole qualification for membership. Each lessee, renter, or other occupant of a Residential Lot not eligible for proprietary membership, but who satisfies the conditions of the Bylaws of the Association and of the Declaration shall be' an associate member, which status shall continue in effect during such period as the associate member shall be an authorized non-proprietary tenant of a Residential 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 shall cease to be a resident of the properties, or shall become a proprietary member, his rights and privileges as an associate member shall thereupon terminate.
6. Voting Rights. The separate Association within each phase shall have two classes of voting membership: Class A. Class A members shall be all those members as defined in this Article I with the exception of Dijahnelos Homes, Inc., an Oregon corporation, its successors and assigns, provided, that Dijahnelos Homes, Inc. shall become a Class A member when its Class B membership has been converted as hereinafter defined. Class A members shall be

entitled to one (1) vote for each Residential Lot in which they hold the interest required for membership by Article I. When more than one person holds such interest in any Residential Lot, each of such persons shall be a member. The vote for such Residential Lot shall be exercised as they among themselves determine and shall have certified unanimously and in writing to the secretary of the Association, but in no event shall more than one (1) vote be cast with respect to any Residential Lot. Class B. The Class B membership shall be Dijahnelos Homes, Inc., an Oregon corporation, its successors and assigns. The Class B membership shall be entitled to three (3) votes for each platted lot within the properties in which it holds the interest required for membership by Article I; provided, that 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) Twelve (12) years from the date of recording the Declaration in the Marion County Deed Records.

7. Transitional Advisory Committee. Not later than the 60th day after Declarant has conveyed the lots representing 50 percent of the votes in any phase of GOOSE HOLLOW SUBDIVISION, the Declarant shall call a meeting of the owners thereof for the purpose of selecting a Transitional Advisory Committee pursuant to ORS 94.604 as it may be amended from time to time. The Transitional Advisory Committee shall provide for the transfer of administrative responsibility from Declarant to the Association.
8. Definitions. (a) Adoption by Reference. The definitions contained in or adopted in the Declaration of Covenants, Conditions and Restrictions of GOOSE HOLLOW SUBDIVISION, recorded in Reel 2219 Page 255 Records of Marion County, Oregon ("Declaration") shall be applicable to these Bylaws. (b) Mortgage and Mortgagee. As used herein, the terms "mortgage" and "mortgagee" shall include, respectively, a deed of trust and the beneficiary of a deed of trust.