

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-07354



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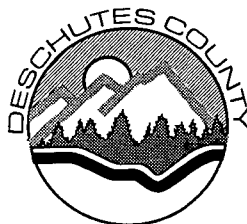
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



This page must be included
if document is re-recorded.
Do Not remove from original document.

~~AFTER RECORDING RETURN TO~~
Don Morissette Homes, Inc.
4230 Galewood Street
Lake Oswego, Oregon 97035

Village @ Skyliner Summit HOA
c/o Peter Johnston
271 NW Sandilwood Loop
97701

**BYLAWS OF
VILLAGE AT SKYLINER SUMMIT HOMEOWNERS ASSOCIATION**

**ARTICLE I
Name of Office**

1. Name: of the corporation is VILLAGE AT SKYLINER SUMMIT HOMEOWNERS ASSOCIATION, referred to as the "Association."
2. Principal Office: The principal office of the Association shall be at such location as the directors may from time to time designate.

**ARTICLE II
Definitions**

1. "Association" shall mean and refer to VILLAGE AT SKYLINER SUMMIT HOME OWNERS ASSOCIATION, its successors and assigns.
2. "Property" shall mean and refer to the duly recorded plat of VILLAGE AT SKYLINER SUMMIT as further described in the Declaration of VILLAGE AT SKYLINER SUMMIT Protective Covenants.
3. "Common Area" shall mean and refer to all property in VILLAGE AT SKYLINER SUMMIT owned or managed by the Association for the common use and enjoyment of the Owners, specifically Park "B" as shown on the recorded plat as Tract H and pathways shown on the recorded plat as Tracts "A" and "I." Common Area may also include any improvements for the benefit of all Homeowners that may be created or constructed by the Homeowners the Association in the future, subject to approval by the City of Bend.
4. "Lot" shall mean and refer to any numbered parcel of land designated for residential use within and identified on the plat of VILLAGE AT SKYLINER SUMMIT.
5. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
6. "Declarant" shall mean and refer to DON MORISSETTE HOMES, INC.
7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in Deschutes County, Oregon.
8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
9. "Voting Membership" shall mean and refer to that specified in the Declaration.

ARTICLE III

Meetings of Members

1. Annual Meeting: The first annual meeting of the members shall be held after Turnover and each subsequent regular annual meeting of the members shall be held in January of each year thereafter at such date and time as may be prescribed by the Board of Directors.
2. Special Meetings: Special Association Meetings: A special meeting of the Association may be called at any time by the President or by any three (3) members of the Board of Directors. A special meeting may also be

called upon receipt of a written request stating the purpose of the meeting from ten percent (10%) of the voting membership of the Association.

3. **Notice of Meeting:** Written notice stating the place, day and hour of the meeting and, in the case of a special meeting; the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7), nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Owner of an occupied Lot in the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the member's address appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.
4. **Quorum:** Those members present or by proxy at any annual or special meeting of members constitute a quorum at the meeting except where a greater number is required by the Declaration, or these Bylaws.
5. **Special Quorum Requirements:** The presence at any meeting in person or by proxy of seventy-five percent (75%) of the voting membership shall constitute a quorum for action on the following matters:
 - Merger and Consolidations
 - Mortgage of the Common Properties
 - Dedication, sale or transfer of any part of the Common Area
6. **Proxies:** Voting may be in person or by proxy executed in writing and filed with the Secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon termination of membership.
7. **Majority Vote:** The vote of a majority of the votes entitled to be cast by the members 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, unless a greater proportion is required by these Bylaws or the Declaration. Specifically, seventy-five percent (75%) of the voting membership is required for Special Assessments for Capital Improvement and seventy-five percent (75%) to increase maximum annual maintenance assessment beyond Section 6.2 of the Declaration.
8. **Place of Meeting:** Meetings shall be held in either Clackamas County or Deschutes County.

ARTICLE IV

Board of Directors

1. **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors appointed by Declarant until the Turnover of the Association.
2. **Term:** The Directors named in the Articles of Incorporation shall serve until Declarant turns over administrative responsibilities. At the first meeting, after Declarant has turned over the administrative responsibilities to the homeowners, the members shall elect no less than three (3), but not more than five (5) Directors. The number of Directors and their terms of office shall be set by each Board of Directors prior to the annual meeting, except that no Director may serve for more than three (3) consecutive years.
3. **Removal:** Any Director may be removed from the Board, with or without cause, by a majority of vote of the voting membership of the Association. In the event of death, resignation or removal of a Director, a successor may be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
4. **Compensation:** No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties with the approval of the Board of Directors.

5. Action Taken Without a Meeting: In the absence of a meeting, Directors shall have the right to take action, which could have been taken at a meeting, by obtaining the written approval of all of the Directors.
6. Nomination of Directors: Nomination for election to the Board of Directors may be made by a Nominating Committee appointed by the President prior to each annual meeting. The report of the Nominating Committee shall be included in the notice of the annual meeting. Nominations may also be made from the floor.
7. Election: Election to the Board of Directors shall be written ballot. At such election, the voting membership or their proxies, may cast in respect to each vacancy the vote they are entitled to exercise. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

Meetings of Board of Directors

1. Meetings: Within ten (10) days after each annual meeting of the members, the Directors elected at such a meeting, and those holding over, shall hold an organization meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the Board. If all Directors are present at the time and place of meeting, no prior notice of such meeting shall be required to be given to the Directors. All other meetings of the Board shall be held at such place and time as directed by the Board or other persons calling the meeting. All meetings of the Board of Directors shall be open to Owners.
2. Special Board Meetings: Special meetings of the Board of Directors may be called by the President, or by any two (2) Directors, after not less than three (3) days notice to each Director.
3. Quorum: A majority of the Directors shall constitute a quorum. The action of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

ARTICLE VI

Powers and Duties of the Board of Directors

1. General Powers: The Board of Directors shall have power to:
 - a) Adopt and publish rules and regulations governing the use of the Common Area, personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
 - b) Impose interest during any period in which such member shall be in default in the payment of any assessment levied by the Association.
 - c) Exercise for the Association, all powers, duties and authority vested in or delegated to this Association for the purpose of maintaining the Common Area, Public Right of Way Improvements or otherwise promoting the general benefit of the Homeowners within VILLAGE AT SKYLINER SUMMIT.
 - d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
 - e) Employ an independent contractor, or such other persons as deemed necessary for maintenance of Common Area, and to prescribe their duties and fix their compensation.
 - f) Levy assessments in accordance with Article of the Declaration
 - g) Claim a lien against any property for which assessments and or fines are not paid within thirty (30) days after date of final notice, or to bring an action at law against the Owner personally obligated to pay the same. To enforce said lien, assessment or fine by sale by the Association or an organization authorized by

the Association, in accordance with the provisions Paragraph 16, Section (A) of the Declaration, and the laws of jurisdiction.

h) Enforce the provisions of the Declaration.

2. Duties: It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Association for the year.
- b) As more fully provided in the Declaration, to:
 - (1) Prepare a report for the Association prior to the annual meeting listing past and present assessment year receipts and expenditures, and where possible include a forecast of upcoming expenses, with adequate allowance for reserves.
 - (2) Prorate the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment periods, and send written notice of such to every Owner.
 - (3) Cause to be prepared a roster of property subject to assessment, with assessments applicable to each such property, and to keep such roster in the Association office subject to inspection by any Owner.
- c) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- d) Procure and maintain adequate liability and hazard insurance on property owned, leased or otherwise used by the Homeowners in the Association.
- e) Cause the Common Area and any improvements thereon to be maintained.
- f) Procure and maintain insurance protecting the Board of Directors and committee members appointed by the Board against liability in the course of their duties as outlined herein and in the Declaration.
- g) File Association Tax Returns.

ARTICLE VII

Officers

1. Officers: The offices of this Association shall be a President, Vice President, Secretary and Treasurer who shall at all times be members of the Board of Directors. The Board of Directors may appoint an Assistant Secretary or an Assistant Treasurer by resolution entered on its minutes. The Officers shall be elected at the organization meeting of the Board of Directors each year, and the term of office shall be for a period of one (1) year and until their successors are elected and assume office, unless such officer resigns or is removed.
2. Resignation and Removal: Any officer may be removed from officer with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
3. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
4. President: The President shall preside at all meetings of the members of the Association and of the Board of Directors. The President shall sign for the Association such contracts and other documents as

may be authorized by the Board of Directors to sign, and shall perform all acts and duties usually performed by a President or as prescribed by the Board of Directors.

5. Vice President: In the absence or disability of the President, the Vice President shall preside and perform the duties of the President. The Vice President shall also perform such other duties as may be delegated by the Board of Directors.
6. Secretary: The Secretary shall record the votes and shall keep, or cause to be kept, the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the board and of the members, keep appropriate current records showing the Homeowners of occupied Lots together with their addresses, and shall perform such other duties as required by the Board.
7. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of account, cause an annual audit of the Association books to be made prior to the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

Committees

The Board of Directors shall appoint such other committees as it, in its discretion, deems necessary to assist in the operation of the affairs of the Association. Committee members need not be members of the Board of Directors.

ARTICLE IX

Books, Records and Seal

1. Inspection by Members: The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.
2. Corporate Seal: The corporate seal of the Association shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the year of incorporation.
3. Execution of Corporate Documents: When the execution of any instrument has been authorized by the Board of Directors without specifying the executive officer, such instrument may be executed by any two of the following officers: The President, Vice President, Secretary and Treasurer. The Board of Directors may, however, authorize any one of such officers to sign any of such instruments for and on behalf of the Association, and may designate officials or employees of the Association other than those named above who may sign such instrument.

ARTICLE X

Assessments

As more fully provided in the Declaration, each Owner of an occupied Lot is obligated to pay the Association annual or special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of two percent (2%) per annum above the prevailing Bank of America prime rate at the time, and the Association may bring an action at law against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI

Amendments

1. These Bylaws may be amended by a majority of the Board members or at a regular or special meeting of the membership by seventy-five percent (75%) of the voting membership present in person or by proxy, provided that notice of the amendment had been included in the notice of the meeting.
2. Any matter stated in these Bylaws to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. In the case of any conflict between such Declaration and these Bylaws, the provisions of the Declaration shall control.

ARTICLE XII

Miscellaneous

1. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year, except that the first fiscal year may begin on the date of incorporation.

DECLARANT:

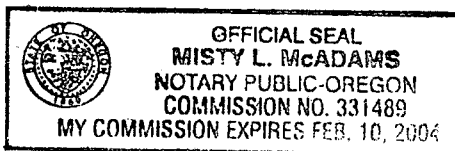
Don Morissette Homes, Inc.

By: *Kelly Ritz*

Dated: 9-11-02

STATE OF OREGON, County of Clackamas) ss

Personally appeared Kelly Ritz who, being duly sworn, did say that she is the Vice President of Don Morissette Homes, Inc. and that said instrument was signed on behalf of said corporations by authority of its board of directors, and acknowledges said instrument to be its voluntary act and deed.



Misty McAdams
Notary Public for Oregon
My Commission Expires: 2/10/04