

## BY-LAWS

of

SUNBURST MEADOW OWNERS ASSOCIATION, INC.

### ARTICLE ONE: NAME AND LOCATION

1. Applicability of By-laws: The provisions of these By-laws are applicable to SUNBURST MEADOW OWNERS ASSOCIATION, hereinafter referred to as "The Association". The property being developed and to which these By—laws apply consists of 24 single family lots as the first phase of a development which will embrace approximately 160 lots and is located on the south side of Evergreen Road approximately one quarter (1/4) mile west of Glencoe Road.

2. Application of By-laws: All present or future owners, tenants or future tenants or their employees or any other person who owns lots in Sunburst Meadows, are subject to the provisions and regulations set forth in these By-laws. The acquisition or rental of any property in Sunburst Meadow, or the mere act of occupancy of any of this property shall signify that these By- laws are accepted.

### ARTICLE TWO: PURPOSES

1. This Association is formed to serve as a means through which the property owners may express their opinion and wishes, and take action with regard to the internal administration of the Sunburst. Meadow property; all of which is described in the Declaration of Protective Covenants, Conditions and Restrictions for Sunburst Meadow, which Declaration is hereby adopted and ratified in full by the Association. Except as otherwise expressly provided. herein, the definitions contained in said Declaration shall apply to these By—Laws, and said Declaration is hereby made a part of these By-laws as if specifically recited herein in full.

### ARTICLE THREE: OWNERSHIP

1. Compliance with By-laws: Failure to comply with any of these By—laws shall be grounds for an action or suit to recover damages, or obtain injunctive relief, or both, maintainable by the Board of Directors of the Association, or by an aggrieved unit owner. Such action or suit shall expressly be subject to the provisions of Article X, Section 10.2 of said Declaration. 2. Place of Meeting: The Association shall hold its meeting at the office of the developer, Falcon Oaks, Ltd. or at such place within the State of Oregon as the Board of Directors shall authorize. ' «

3. 1st formal meeting: The first meeting of the property owners to organize the Association shall be held within 30 days after Falcon Oaks, Ltd. has recorded the Declaration of Protective Covenants, Conditions and Restrictions for Sunburst Meadow. ‘

4. Annual Meeting: Annual Meetings of the Association shall be held at a place designated by the Board of Directors on the first Saturday of April. At such annual meeting the property owners ' shall elect a Board of Directors of the Association, and may transact such other business as may come before the meeting.

5. Special Meeting: After the first annual meeting, special meetings of the Association may be called by a nmjority of the Board of Directors and must be called by such officers upon receipt of a written request from 20% or more of the property owners. '

6. Record dates: For the purposes of determining the property owners entitled to notice of any meeting of the Association or any adjournment thereof, or for the purpose of any other action, the Board of Directors shall fix in advance the cutoff date for any transfers of ownership of a unit or units as the record date for such determination. Such date shall not be more than 30 or less than 10 days before the date of the meeting. If no record date is fixed then the date shall be determined in accordance with the provisions of law relating thereto.

7. Notice of Meetings: Notice of meetings of the Association shall be in writing. Notice of any meeting other than the annual meeting shall indicate and state that said notice is being issued by or at the direction of the person or persons calling the meeting. If delivery is made by mail, it shall be deemed to have been delivered. 72 hours after a copy of the same has been deposited in the United States mail with postage prepaid, address to each person at the address given by such person to the Board of Directors for the purpose of service of such notice, or if the person has not left an address, then to the address of the property of such person.

8. Waiver of Notice: Any person who attends any meeting in person or by proxy, and who fails to protest before the meeting ends the lack of proper notice, waives notice of that meeting. Notice may also be waived by signing a written waiver, either before, during, or after any meeting.

9. Quorum: The presence at any meeting of a majority of the property owners shall constitute a quorum; in the event a quorum is not present at

any meetings, the owners present, though less than a quorum may adjourn the meeting to a later date, and give notice thereof to all owners in accordance with the provisions hereof. At such later date the presence of the owners holding at least 30% of the total votes shall constitute a quorum for the transaction of the business: in the event a quorum is not present at that meeting the owners present though less than a quorum may again adjourn the meeting to a later date and give notice to all of the owners in accordance with the provisions hereof, and at that meeting whatever owners are present shall constitute a quorum. '

10. Proxy: Votes may be cast in person or by proxy. )Proxies must be filed with the secretary before the appointed time for the meeting.)

11. Voting: At any meeting of the Association each property owner shall be entitled to cast one vote 'for each individual piece of property owned. Any owner may attend and vote in person or by proxy, or by agent duly appointed by instrument in writing signed by the owner and filed with the Board of Directors. Any designation of an agent to act for such persons must be signed by all the owners of the property. As provided in paragraph 6.3 of the Declaration the declarant shall be entitled to vote with respect to any unsold lots owned by it. If an order of default is duly recorded by any mortgagee or holder of a trust deed which is a first lien on the property owned by an owner, then and until the default is cleared, the right to vote of said owner shall be transferred to the mortgagee, or holder of the trust deed. V

12. Written Consent of Unit Owners: Any action which can be taken or approved at any owner meeting by a simple majority may also be taken or approved by the following procedure:

- (a) Mailing of notice to every person entitled to vote on the proposed action.
- (b) Receipt by the Board from the holders of a simple majority of the votes entitled to be cast, written consent or approval.
- (c) Waiting fifteen days after said Notices were mailed.

Provided that, if the requisite number of owners as ~ required by Section 5 of this Article, within said 15 days call for a meeting to consider the action

or proposal, no decision thereon shall be effective other than the one reached at said meeting.

#### ARTICLE FOUR: BOARD OF DIRECTORS.

1. Number and qualification: The affairs of the Association shall be governed by a Board of Directors composed of 7 members, two or more shall be appointed by the Declarant as long as the Declarant owns two or more lots in the tract, and the other 3 members shall be elected as provided in Article III, Section 11, and Article Four, Section 2 of these By-laws. After the Declarant owns less than two lots then all seven directors shall be elected from the property owners as provided herein.

2. Election: At the first annual meeting directors shall be elected for a term of one year, and shall be elected for a term of two years. At the expiration thereafter of the term of office of any director, his successor shall be elected to serve a term of two years. Provided, however, that any director elected to fill a vacancy on the board shall be elected to serve out the vacated term. Directors shall hold office until their successors have been elected and hold their first meeting.

3. Resignation and Removal: Any member may resign at any time by giving written notice to the Board, and any member may be removed from membership and a replacement chosen by vote of the owners at a meeting called for that purpose. Vacancies in the Board caused by any reason other than the removal of the director, by a vote of the owners, shall be filled by a vote of the majority of the remaining directors. Any person appointed to fill a vacancy shall serve until a successor is elected at the next annual meeting of the Association. Vacancies need not be filled by the Board of Directors if the vacancy occurs within three months of the next annual meeting.

4. Quorum: A majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there be less than a quorum present, the meeting may be adjourned from time to time, and any such adjourned meeting business which might have been

transacted at the meeting as originally called may be transacted without further notice.

5. Notice of Election: After the first election of the Board, and thereafter upon any change in the membership, the Association shall record an affidavit in the office of the Association naming the present members of the board, and this shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

6. Authority of the Board: The Board of Directors shall enforce the Declaration of Protective Covenants, Conditions and Restrictions for Sunburst Meadow, and these By-Laws.

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#### ARTICLE FIVE: OFFICERS

1. Designation: The principal officers shall be 21 chairman, vice chairman, a Secretary and a Treasurer, but the later two may be combined in one office, all of whom shall be elected by the Board of Directors, and from the membership of the Association.

2. Election: The officers of the Association shall be elected by the Board of Directors at the organizational meeting of the new board, and shall hold office at the pleasure of the Board.

3. Chairman: The chairman shall be the chief executive officer of the Association; he shall exercise such powers and duties prescribed by the Board, and shall see- that orders\_ and resolutions of the Board are carried into effect.

4. Vice-Chairman: The vice chairman shall take over the place of the chairman and perform his duties whenever the chairman shall be absent or otherwise unable to act.

5. Secretary—Treasurer: The secretary shall keep the minutes of the meetings. The secretary shall attend to the giving of all notices to the property owners, and supervise the service thereof. He shall prepare and have available at each meeting a list of the property owners, and he shall perform all other

duties incident to the office of Secretary. .As treasurer, he shall keep the assessment roll and the accounts of the unit owners; he shall disburse the funds of the Association as may be ordered and authorized by the Board and shall preserve proper vouchers for such disbursements. He shall render an annual report to the annual meeting of the property owners.

6. Compensation: No officer except the secretary-treasurer shall receive compensation for his service on the board, and that officer shall be paid on a time basis for the actual time in preparing notices, and the required postage in sending them out . as directed herein.

#### ARTICLE SIX: COMMON EXPENSES '

1. Assessments: The declarant shall be responsible for the initial expenses of water, sewer, electricity and other utilities to the premises, including the roads and streets, but any subsequent expense, after said improvements have been accepted by the City of Hillsboro, including, but not limited to the' maintenance of the landscaping along the wall which is being built by. the developer the full length of the property along Evergreen Road, shall be assessed against each lot on the premises, and shall be payable within 90 days after a statement of the charges have been submitted to each property owner.

2. Payment of Assessments: In the event the assessment is not paid within the 90 day period after notification to the property owner has been made, an action to recover a money judgment for unpaid common expenses shall be maintainable without waiving the lien right securing the same. The amount of any assessment, whether regular or special, assessed to the owner of any lot within Sunburst Meadow, plus interest at 10%, and costs including reasonable attorney's fees shall become a lien upon such lot upon recordation of a Notice of Claim. Said lien for non-payment of common expenses shall have priority over all other liens and encumbrances.:recorded, except. only" property' tax liens, and a first mortgage or trust deed of record.

3. Upon payment of a delinquent assessment the Board of Directors shall cause to be recorded a satisfaction and the

release of said indebtedness. '

#### ARTICLE NINE: AMENDMENTS ,

1. Amendments to these By-laws shall be proposed by either a majority of the Board or by 30% of the owners of property in said . subdivision. The proposed amendment must be reduced to writing, and must be accompanied by the consent of the holders of first mortgages, or trust deeds, and by the opinion of legal counsel as to whether said amendment is permitted under the Declaration. That opinion shall be included in the notice of any meeting at which action is to be taken thereon. No amendment shall be adopted except at a meeting which is held at least 30 but no more than 60 days after notice of the proposed amendment is given all owners and any first lien holders. If a proposed amendment is adopted, the cost of obtaining th\_e required legal opinion shall be paid by the Association. If it is not adopted, said legal opinion cost shall be paid by the proponents of the amendment.

2. Except as otherwise required by the Declaration or these By-' laws, an amendment shall be adopted by vote of 75% of those present and voting thereon.

3. An amendment, when adopted, shall become effective only after being recorded with the recording officer of the County, certified to by the Chairman and Secretary of the Association. .

EFFECTIVE DATE: The foregoing By~1aws have been duly adopted by the Board of Directors, and these By-laws were declared by said Board to be placed in operation at its first meeting held on the 19tYday of September , 1990.

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President

State of Oregon

County of Washington

On this 5th of October, 1995, appeared D. G. Schauermaun and Barbara J. O'Rear

