

After recording return to:
Fanno Creek Townhomes
Owner's Association
PO Box 23892
Tigard, OR 97281

Washington County, Oregon
02/06/2019 10:15:51 AM
2019-007161

D-R/BYAM Cnt=1 Stn=6 M FERNANDES
\$40.00 \$5.00 \$11.00 \$60.00 - Total = \$116.00



02456521201900071610080082

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



AMENDED BYLAWS OF FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION

Danchok Investment Group, Inc., filed Bylaws for Fanno Creek Townhomes Owner's Association, recorded March 9, 2001 as Document No. 2001-019530 in the Washington County Deed of Records. The governing Bylaws for Fanno Creek Townhomes Owner's Association are hereby amended by the Board of Directors elected by the homeowners as successors to Danchok Investment Group, Inc.

ARTICLE I Planned Community

1. **Name:** The name of the corporation is FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION, referred to as the "Association."
2. **Principal Office:** The principal office of the Association will be at such location as the directors may from time to time designate.
3. **Location:** The Association is located In Washington County. Oregon.
4. **Purposes:** The Association is formed to serve as the means through which the Lot Owners may take action with regard to administration, management, and operation of the planned community.

ARTICLE II Definitions

1. "Association" refers to FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION, its successors and assigns.
2. "Property" refers to the duly recorded plat of FANNO CREEK TOWNHOMES as further described in the Declaration of FANNO CREEK TOWNHOMES Protective Covenants.
3. "Common Area" refers to all property in FANNO CREEK TOWNHOMES owned or managed by the Association for the common use and enjoyment of the Owners. Common Area may also include improvements for the benefit of all Homeowners that may be created or constructed by the Homeowners Association in the future, subject to approval by the City of Tigard.
4. "Lot" refers to any numbered parcel of land designated for residential use within and identified on the plat of FANNO CREEK TOWNHOMES.

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

5. "Owner" refers to the property owner of record in Washington County, 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. "Declaration" refers to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in Washington County, Oregon.
7. "Member" refers to those persons entitled to membership in the Association as provided in the Declaration.
8. "Voting Rights" refers to the designation of one vote for each Lot as defined in the Declaration.
9. "Proxy" refers to a document by which a unit owner appoints someone else to represent him at a unit owners' meeting and to vote.

**ARTICLE III
Board of Directors**

1. **Number:** The affairs of the Association will be governed by a Board of Directors composed of three (3) persons.
2. **Qualification:** All must be an Owner or Co-Owner of a Lot. Co-Owners of the same Lot may not serve as directors simultaneously. Each member of the Board of Directors must be a member in good standing within the Association.
3. **Term Limit:** No Director may serve for more than three (3) consecutive years in the same office, except as prescribed in this document.
4. **Compensation:** No Director will receive compensation for any service rendered to the Association unless enacted by a vote of the Owners. Seventy-five percent (75%) of the voting membership is required for approval for any compensation of Board of Director members and must be voted to renew annually. However, with the expenditure approval of the Board of Directors, any Director or member may be reimbursed for actual expenses incurred in the performance of duties for the Association.
5. **Officers:** The officers of this Association will be a President, Secretary, and Treasurer who will at all times be the 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/Board of Directors will be elected at the Annual Member Meeting. The term of office will be for a period of one (1) year and until their successors are elected and assume office, unless such officer resigns or is removed.
6. **President:** The President will preside at all meetings of the members of the Association and of the Board of Directors. The President will sign for the Association such contracts and other documents as may be authorized by the Board of Directors to sign, and will perform all acts and duties usually performed by a President or as prescribed by the Board of Directors.
7. **Secretary:** The Secretary will record the votes and will keep, or cause to be kept, the minutes of all meetings and proceedings of the Board and of the members to be displayed on the Association website for all members to view, keep appropriate current records showing the Homeowners of occupied Lots together with their addresses, and will perform such other duties as required by the Board of Directors.
8. **Treasurer:** The Treasurer will prepare or monitor the preparation of an estimated budget of expenditures each year which includes asset depreciation, reserves status and setting the amount of dues for the following year, provide a status report at each meeting; will monitor disbursement of funds as directed by resolution of the Board of Directors, either monitor or keep proper books of account, and prepare or monitor preparation of annual reports to be displayed on the Association website for all members to view and will perform such other duties as required by the Board of Directors.
9. **Resignation or Removal:** Any officer may be removed from office with or without cause by the Board or by a majority vote of the voting membership of the Association. Any officer may resign at any time by giving written notice to the

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

Board, the President or the Secretary. The resignation will take effect on the date of receipt of the notice or at any later time as specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

10. **Vacancies:** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer being replaced.
11. **Powers:** The Board of Directors will 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, and to establish penalties for infractions.
 - b. 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 FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION.
 - c. Adopt and publish policies and procedures used to conduct Association business.
 - d. Levy assessments in accordance with the Declaration.
 - e. Impose interest during any period in which such member will be in default in the payment of any assessment levied by the Association.
 - f. Claim a lien against any property for unpaid assessments and or fines after final notice, or to bring an action at law against the Member personally obligated to pay the same.
 - g. Declare the office of a member of the Board of Directors to be vacant in the event such member was absent from three (3) consecutive meetings of the Board of Directors.
 - h. 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.
 - i. Employ a management agent to be compensated in the amount established by the Board of Directors, to perform such duties as the Board of Directors authorize including but not limited to the duties listed in Section 12 of this Article.
 - j. Enforce the provisions of the Declaration.
12. **Duties:** It will 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 in the form of meeting minutes to be posted on the Association website with the exception of minutes of Executive meetings.
 - b. Actions included in the Minutes of Executive meetings may be reviewed only by the member whose account is discussed in the meeting. If more than one account is discussed only the portion of the minutes relating to the specific member may be reviewed.
 - c. Cause to be presented at or before the Annual Meeting of the members a report reviewing the business and affairs of the Association for the previous year by placing on the Association website the annual financial reports.
 - d. As more fully provided in the Declaration, to:
 - i. Cause to be prepared a roster of property subject to assessment, with assessments applicable to each such property. Each Owner has the right to review only their own assessment record.
 - ii. Prepare a report for the Association once per year listing past and present assessment year receipts and

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

expenditures, and where possible include a forecast of upcoming expenses, with adequate allowance for reserves.

- iii. Prorate the amount of the annual assessment against each Lot once per year and send written notice of such to every Owner at least sixty (60) days in advance of a change in the annual assessment.
- iv. 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 will be conclusive evidence of such payment.
- v. Cause the Common Area and any improvements located in the Common Area to be maintained.
- vi. Procure and maintain adequate liability and hazard insurance on property owned, leased or otherwise used by the Homeowners in the Association as designated in the Declaration.
- vii. 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 in this document and in the Declaration.
- viii. File Association Tax Returns.

**ARTICLE IV
Meetings of Board of Directors**

1. **Board of Director Meetings:** Within thirty (30) days after each Annual Meeting of the members, the Directors elected at the annual meeting, and those holding over, will hold an organization meeting for the purpose of record turnover and transaction of other business as may come before the new Board.
2. **Special Board of Director Meetings:** Special meetings of the Board of Directors may be called by the President, or by any two (2) Directors.
3. **Board of Directors Quorum:** A majority of the Directors will constitute a quorum. The action of a majority of the Directors present at any meeting at which there is a quorum will be the act of the Board of Directors.
4. **Executive Board of Director Meetings:** Executive 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 for the purpose of discussion of financial or legal matters involving a specific member account where privacy is a concern.
5. **Notice of Board of Director Meetings:** If all Directors are present at the time and place of the Annual Meeting, no prior notice of initial meeting of new Board members will be required to be given otherwise three (3) days notice is required.
6. **Notice of Special Board of Director Meetings:** Three (3) days notice to each Director is required to hold a special Board meeting. Notice to members of Special Board Meetings will be emailed or placed on the Association website.
7. **Emergency Board of Director Meetings:** The only notice exception is in the case of an emergency Board Meeting of such urgency as to require immediate action. In such case no notice is required and the meeting can be conducted electronically or telephonically.
8. **Action Taken Without a Meeting:** In the absence of a meeting, Directors will have the right to take action, which could have been taken at a meeting, by obtaining the written approval of all of the Directors.
9. **Transparency:** All meetings of the Board will be held at such place and time as directed by the Board of Directors with notice provided to members. All meetings of the Board of Directors will be open to members except Executive meetings due to the nature of the subject matter involved.

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

**ARTICLE V
Meetings of Members**

1. **Annual Member Meeting**: Required by Oregon Revised Statutes and the Declaration, the Annual Member Meeting will be held each year at such date and time as may be prescribed by the Board of Directors. Additional Member Meetings may be held during the year as may be prescribed by the Board of Directors or requested by the members.
2. **Special Member Meetings**: A special member meeting of the Association may be called at any time by the President or by any two (2) members of the Board of Directors or upon receipt of a written request stating the purpose of the meeting from thirty percent (30%) of the voting membership of the Association.
3. **Notice of Member and Special Member Meetings**: Written notice stating the place, day and hour of the meeting and, in the case of a special member meeting; the purpose or purposes for which the meeting is called, will be delivered not less than seven (7), nor more than thirty (30) days before the date of the meeting, either personally, by mail or by email to an address provided by the member, 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 will 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. If emailed, such notice will be deemed to be delivered when sent. Notice of meeting date, time and location will also be posted on the Association website.
4. **Member Meeting 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 membership with voting rights will constitute a quorum for action on the following matters:
 - Board of Director Compensation
 - 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 Association Secretary prior to the convening of the meeting. The proxy must be given to a member of the Association who has voting rights as designated in the Declaration. No proxy will be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy will 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, will be necessary for the adoption of any matter voted upon by the members (i.e. Merger and Consolidation or Mortgage of Common Properties etc.), unless a greater proportion is required by these Bylaws, the Declaration or the Planned Community Laws of the State of Oregon. Specifically, seventy-five percent (75%) of the voting membership is required for Special Assessments for Capital Improvement and Board of Director compensation.
8. **Voting**: A Lot Owner will be entitled to vote in the election of the Board of Directors and to vote in any other matter designated in these Bylaws or in the Declaration as requiring Owner approval such as:
 - Board of Director Compensation
 - Merger and Consolidations
 - Mortgage of the Common Properties
 - Dedication, sale or transfer of any part of the Common Area
9. **Place of Meeting**: Meetings will be held in Washington County. The Association will hold meetings at such suitable place convenient to the Lot Owners as may be designated by the Board of Directors.

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

10. **Order of Meeting:** Robert's Rules of Order will be followed.

**ARTICLE VI
Books and Records**

1. **General Records:** The Board of Directors will keep detailed records of the actions of the Board of Directors, managing agent or manager, minutes of the meetings of the Board of Directors, and minutes of the Member meeting of the Association. The Board of Directors will maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association Board of Directors. The Association Board of Directors will maintain a list of Owners entitled to vote at Association meetings and a list of all mortgagees of Lots.
2. **Assessment Roll:** The assessment roll will be maintained in a set of accounting books in which there will be an account for each Lot. Such account will designate the name and address of the Owner or Owners, physical address of the Lot owned, the amount of each assessment against the Owner(s), the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.
3. **Records of Receipts and Expenditures:** The Board of Directors or its designee will keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Property under its jurisdiction: itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Such records and the vouchers authorizing the payments will be available for examination by the Lot Owners and/or mortgagees during normal business hours.
4. **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 remaining officers. 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.
5. **Reports and Audits:** An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities will be rendered by the Board of Directors to all Lot Owners and to all mortgagees of Lots within ninety (90) days after the end of each fiscal year who request the same in writing. At any time any Owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.
6. **Inspection by Members:** All meeting minutes and financial reports except executive meeting minutes will be available on the Association website for all members to review. Inspection of any Association source documents (i.e. bank statements, contracts, payments and charges or expense reimbursements) associated with a specific member's records, will be available to only that member during reasonable business hours and upon written request.

**ARTICLE VII
Assessments**

As more fully provided in the Declaration, each Owner of an occupied Lot is obligated to pay the Association annual, monthly or special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Assessments are calculated based on the Association budget of common costs and reserves savings. Monthly assessments are due the first of each month with a thirty (30) day grace as allowed by Oregon Revised Statutes. Any assessments, which are not paid when due, will be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee will be applied and the assessment will bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the property, and interest, costs and reasonable attorney's fees of any such action will be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for in the Declaration by non-use of the Common Area or abandonment of his Lot.

**ARTICLE VIII
Committees**

The Board of Directors will 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.

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**

**ARTICLE IX
Rules, Regulations and Policies**

1. The Association Board of Directors from time to time may adopt, modify, or revoke rules, policies and regulations governing the conduct of persons, the operation and use of the Lots and Common Property, or procedure policies of conducting business of the Association, pursuant to the authority allocated by the Declaration and these Bylaws, as they may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property and appropriated functioning of the Association.
2. Upon adoption a copy of the adopted or modified rules, regulations or policies will be delivered by the Secretary promptly to all Lot Owners and will be binding upon all Lot Owners and occupants of all Living Units from the date sent.
3. **Notice of Intent to Modify or Revoke:** The notice of such meeting will state modification or revocation of rules, policies or regulations will be under consideration.
4. The members of the Association may vote to modify or revoke any rules, policies or regulations governing conduct of persons, the operation of business or use of the Lots and Common Property.
5. Such action may be modified by vote of not less than seventy-five percent (75%) of those Lot Owners with voting rights as designated in the Declaration, at any meeting where notice of rule, regulation or policy modification or revocation is given.
6. The violation of any rule or regulation adopted pursuant to these Bylaws or breach of any Bylaw contained in this document or of any provision of the Declaration will give the Board of Directors, acting on behalf of the Association, the right in addition to any other rights set forth in these Bylaws:
 - a. To enter the Lot in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions of these Bylaws or the Declaration and the Board of Directors will not be deemed guilty of any manner of trespass; or
 - b. To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings consistent with the enforcement provisions of the Declaration; or
 - c. To levy reasonable fines after giving notice and an opportunity to be heard. Such fines will be treated in the same manner as common assessments.

**ARTICLE X
Amendments**


1. These Bylaws may be amended by a majority of the Board of Director members.
2. At a member or special member meeting of the membership these Bylaws may be amended 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 and a majority of the Board of Directors approve the amendment.
3. Any matter stated in these Bylaws which is in fact governed by the Declaration may not be amended except as provided in the Declaration. In the case of any conflict between the Declaration and these Bylaws, the provisions of the Declaration will control.
4. Any matter stated in these Bylaws which is in fact governed by the Planned Community Laws of the State of Oregon may not be amended except as provided by the Planned Community Laws of the State of Oregon. In the case of any conflict between the Planned Community Laws of the State of Oregon and these Bylaws, the provisions of the Planned Community Laws of the State of Oregon will control.

**AMENDED BYLAWS OF
FANNO CREEK TOWNHOMES OWNER'S ASSOCIATION**


**ARTICLE XI
Miscellaneous**

1. The fiscal year of the Association will begin on the first day of January and end on the last day of December of each year.
2. All notices to the Association or the Board of Directors will be sent to such address as the Board of Directors designates. All notices to all Lot Owner will be sent to the address designated by the Lot Owner or if no address has been designated notice will be sent to the Owner's Lot address. Notices may be emailed to the email address provided by the Lot Owner.
3. No restriction, condition, obligation, or provision contained in these Bylaws or rules, regulations or policies adopted by the Board of Directors will be deemed to have been abrogated or waived by reason of any failure to enforce the restriction, condition, obligation, or provision.
4. **Severability:** Invalidation of any of one of these provisions by judgment or court order will in no way affect any of the other provisions, which will remain in full force and effect. As used in this document, the singular will include the plural and the plural the singular. The masculine and neuter will each include the masculine, feminine, and neuter, as the context requires. All captions used in this document are intended solely for convenience of reference and will in no way limit any of the provisions of these Bylaws.
5. **Conflicts:** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration will control over these Bylaws or any rules and regulations and the Planned Community Laws will control over any conflict of the Bylaws or Declaration.

Fanno Creek Townhomes Owner's Association

By 
President

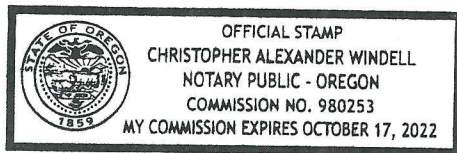
Dated 2/2/2019

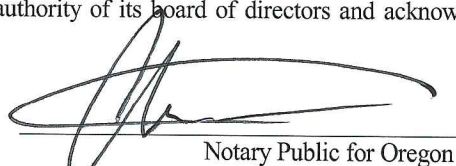
By 
Secretary

Dated 2/2/2019

STATE OF OREGON, County of Washington }ss

Personally appeared Matt Friesen who, being duly sworn, did say that he is the President of Fanno Creek Townhomes Owner's Association and Valerie Grey who, being duly sworn, did say that she is the Secretary of Fanno Creek Townhomes Owner's Association and that said instrument was signed on behalf of said corporation by authority of its board of directors and acknowledges said instrument to be its voluntary act and deed.




Notary Public for Oregon

My Commission expires: 10/17/2022