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## AMENDED AND RESTATED BYLAWS TILLICUM VILLAGE HOMEOWNERS ASSOCIATION, INC.

Effective Date: February 13, 2012

These Amended and Restated Bylaws of Tillicum Village Homeowners, Inc. (TVHOA); c/o Diversified Bookkeeping, 335 NE Lafayette Avenue, Bend, Oregon 97701, supersedes all previous Bylaws, supersedes and replace in their entirety the Bylaws of Homeowners of Tillicum Village, as amended January 20, 1996.

These Bylaws established and prescribe the means and methods for the orderly and enduring function of the Association by establishing policy governance for the Association and prescribing the rules governing the powers, duties, practices and responsibilities of the Board of Directors,

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## Article I - Definitions

**"Association"** shall mean and refer to Tillicum Village Homeowners Association, Inc., its successors and assigns.

**"ByLaws"** shall mean and refer to the most current Bylaws of the Association as recorded with the County Clerk of Deschutes County, Oregon.

**"Capital Improvement"** shall mean any expenditure that may involve funding by Special Assessment.

**"CC&Rs"** shall mean Covenants, Conditions and Restrictions, which are limitations and rules governing the use, appearance and maintenance by the TVHOA on Members lot(s).

**"Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the Members. The Common Area shall include, but is not limited to: all of the Common Areas shown on the official plats of Tillicum Village, Tillicum Village First Addition, Tillicum Village Second Addition, and Tillicum Village Third Addition, Deschutes County, Oregon together with all private roads, streets and walkways shown in said plats.

**"Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, recorded in the Office of the County Clerk of Deschutes County, Oregon.

**"Lot"** shall mean and refer to any plot of land or portion thereof shown upon any recorded subdivision map of the properties with the exception of the Common Area unless the Lot is not subject to the CC&Rs because the owner is not a member of the Association as defined below.

**"Members"** shall mean and refer to Owners within Tillicum Village subject to the CC&Rs by one of the following:

1. Ownership of real property in Tillicum Village Second or Third Addition pursuant to the Amended Declaration of CC&Rs for Tillicum Village recorded August 14, 1974 in Deschutes County Records at Volume 210, Page 875, or
2. Ownership of real property in Tillicum Village Initial Phase or Phase I for which a Supplemental Declaration has been recorded in the Deschutes County Records, or
3. Ownership of real property within Tillicum Village Initial Phase or Phase I for which a Supplemental Declaration has been recorded in Deschutes County Records consenting to membership in the Association and requiring compliance with the CC&Rs after the effective date of the Amended and Restated CC&Rs.

**"Owner"** shall mean and refer to the owner of record.

**"OPCA"** refers to the Oregon Planned Community Act created by Oregon Revised Statutes 94.550 to 94.783.

**"Properties"** shall mean and refer to the property, including common areas, described on the official plats of Tillicum Village, Tillicum Village First Addition, Tillicum Village Second Addition and Tillicum Village Third Addition, Deschutes County Oregon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**“Proxy”** shall mean and refer to any other Member designated to represent the vote of a Member another Member at any meeting duly called by the Association.

**“Rules & Regulations”** shall mean and refer to those rules and regulations which govern the specific requirements of Members concerning construction and maintenance of structures, landscaping on private lots, and the policies and actions governing the use of Common Areas.

**“Supplemental Declaration”** shall mean and refer to a written and recorded declaration by a homeowner in Tillicum Village subjecting their property to the CC&Rs.

## **Article II - The Association**

### **Section 1 – Purpose of the Association.**

The purpose of the Association is to protect property values, enhance safety and promote quality of life by establishing and maintaining the standards for property maintenance and management of the Common Area.

### **Section 2 – Name.**

The name of the Association is Tillicum Village Homeowners Association, Inc., hereinafter referred to as the “Association.”

### **Section 3 – Location.**

The principal office of the Association shall be located in Bend, Deschutes County, Oregon as determined from time to time by the Board of Directors.

### **Section 4 – Membership.**

Membership in the Association is granted by virtue of one of the following:

1. Ownership of real property in Tillicum Village Second or Third Addition pursuant to the Amended Declaration of CC&Rs for Tillicum Village recorded August 14, 1974 in Deschutes County Records at Volume 210, Page 875, or
2. Ownership of real property in Tillicum Village Initial Phase or Phase I for which a Supplemental Declaration has been recorded in the Deschutes County Records, or
3. Ownership of real property within Tillicum Village Initial Phase or Phase I for which a Supplemental Declaration has been recorded in Deschutes County Records consenting to membership in the Association and requiring compliance with the CC&Rs after the effective date of the Amended and Restated CC&Rs.

### **Section 5 – Member in Good Standing.**

A member in good standing is any member who,

- Is current with all financial obligations of the CC&Rs, these Bylaws and the Rules & Regulations, having no current notification of their account being past due.
- Is in compliance with all CC&Rs, these Bylaws and the Rules & Regulations, having no current unresolved offenses for which the Association has given written notice.

## **Section 6 – Governance**

- a. The Association shall be governed by:
  1. The Oregon Planned Community Act defined in ORS 94.550 through 94.783.
  2. The Oregon Non-Profit Corporation Act defined in ORS 65.
  3. The CC&Rs of Tillicum Village as currently recorded in the records of Deschutes County, Oregon.
  4. The Bylaws as currently recorded in the records of Deschutes County, Oregon.
  5. Tillicum Village Rules & Regulations
- b. The order of control for governing documents shall be:
  1. OCPA
  2. Articles of Incorporation
  3. CC&Rs
  4. Bylaws
  5. Rules & Regulations
- c. The governing body of the Association shall be the Board of Directors (Board) as allowed by the Tillicum Village CC&Rs and as described in Article III below.

## **Section 7 – Members Meetings.**

- a. **Annual** – The Association shall hold at least one meeting of the members each calendar year (called the Annual Meeting). The Annual Meeting shall be held on the third (3<sup>rd</sup>) Saturday in January. At the Annual Meeting members may transact such business as may properly come before them.
- b. **Special** – Special meetings of the members may be called at any time by a majority of the Board, or upon written request of not less than ten percent (10%) of the members who are entitled to vote. Business transacted at a special meeting shall be confined to the purpose or purposes stated in the meeting notice.
- c. **Location** – Meetings of the members shall be held at such place as designated by the Board.
- d. **Rules of Order.**
  1. Meetings of the Association and the Board shall be conducted according to the latest edition of Robert’s Rules of Order published by the Robert’s Rules Association.
  2. A decision of the Association or the Board may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.
- e. **Notification.**
  1. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting not less than twenty (20) nor more than fifty (50) days before such meeting to each member entitled to vote.
  2. The notice shall be addressed to the member’s preferred method of notification appearing on the records of the Association or as supplied by such member.
  3. The notice shall specify the place, date, hour, and items on the agenda.
  4. If a vote is to be conducted, notification shall state the general subject matter of the vote and the specific language being placed on the ballot. If it involves amendments to the CC&Rs, Bylaws or Rules & Regulations, copies of proposed changes and the original language shall be included in the notification.
- f. **Voting.**
  1. Members have one vote for each Lot owned.
  2. Voting may be conducted at any meeting of the Association in person or by proxy where,
    - i. The requirements for a quorum or minimum number of members in good standing present or by proxy are met.
    - ii. Compliance with proper notification has been met.

3. The proposal shall be deemed to be approved when a quorum of Owners has voted and the required percentage of approving votes has been cast. Otherwise, the proposal shall be deemed to be rejected.
  4. If ten percent (10%) or more of the members petition the Board for secrecy envelopes, they shall be provided.
- g. **Proxy Voting** – At meetings of members, each member may vote in person or by proxy. The member who is absent must submit a document in advance of the meeting stating the member's name and address as well as the name of the proxy. All proxies shall be in writing; dated; signed by the grantor and be filed with the Secretary of the Association. The member may instruct the proxy on how to vote, but this information does not have to be stated on the proxy designation. Each proxy shall be revocable and shall automatically terminate upon sale of their property by the member of his/her lot, or by the presence of the member at the meeting at which the vote is to be taken. A proxy shall terminate at the end of the meeting for which it is given.
- h. **Quorum** – Except as otherwise provided herein or in the CC&Rs the presence, either in person or by proxy of at least twenty percent (20%) of the Members entitled to vote shall constitute a quorum for the transaction of business at all meetings. When a quorum is present to organize a meeting it cannot be broken by subsequent withdrawal of a member or members. If any meeting of members cannot be organized because of a lack of a quorum, the members entitled to vote either in person or by proxy may adjourn the meeting from time to time, until a quorum is present.

#### **Section 8 – Books and Records**

- a. The books, records, minutes, papers and reports of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.
  1. The Declaration, The Articles of Incorporation, the Bylaws, the Rules & Regulations and the financial records of the Association shall be available for inspection by any member, when accompanied by a Board member, at the principal office of the Association.
  2. Financial records are limited to those of the Association. No personal financial data may be disclosed without written permission of the Board and the subject member.
  3. A member may purchase copies of these documents at a reasonable cost.
- b. Financial books and records shall be established and maintained in accordance with the CC&Rs of the Association and Article III, Section 12 of these Bylaws.
- c. All checks, notes, drafts, bonds, acceptances, deeds, leases, contracts and other instruments shall be signed by such person or persons as may be designated by general or special resolution of the Board.
- d. Minutes of Meetings and Record of Actions – All meetings of the Association, the Board and all committees shall have minutes that report the actions, resolutions and remedies including voting and vote count. Actions taken outside the normal meeting setting shall also be recorded with the Secretary of the Board.
- e. Reporting.
  1. The Association shall render regular reports to members by:
    - i. A newsletter published quarterly or more often at the discretion of the Board.
    - ii. The newsletter shall:
      - 1) Be an official notification document to membership,
      - 2) Publish a short version of recent financial statements,
      - 3) Publish a summary of minutes of all meetings and actions of the Board.
  2. An annual meeting highlighting the major events of the year along with the annual financial statements shall be furnished to the membership at the Annual Meeting.

## **Article III – The Board of Directors**

The Board of Directors (Board) is responsible for the day-to-day management of the Association in accordance with the governance set forth in Article II, Section 6 of these Bylaws. The Board shall exercise for the Association all powers; duties and authority vested in or delegated by the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, the CC&Rs or the OPCA.

### **Section 1 – Number**

The Board shall be comprised of not fewer than seven (7) or more than nine (9) members.

### **Section 2 – Quorum**

A majority of the Directors shall constitute a quorum. Each Director shall have one vote that will be cast. The acts of a majority of the Directors shall be the acts of the Board.

### **Section 3 – Nomination**

- a. The Board shall appoint a Nominating Committee of not less than three (3) or more than five (5) members, one of whom shall be a current Director.
- b. The committee shall appoint not later than four (4) months before the next Annual Meeting and the committee members shall select their Chairperson.
- c. The committee shall nominate candidates to fill the new three (3) year term and any vacancies in the terms ending in two (2) years or in one (1) year, and present those nominees at the Annual Meeting.
- d. All nominees must agree to serve if elected.
- e. Nominations shall also be accepted from the floor at the Annual Meeting.

### **Section 4 – Election of Directors**

- a. Election of Directors shall be held at the Annual Meeting of the Association.
- b. Elections are conducted by secret written ballot. Ballots shall be provided when a member registers at the meeting. Members with proxies shall have them recorded with the Secretary before the start of the meeting at which time they shall receive a ballot for each proxy.
- c. Except as provided herein, the presence either in person or by proxy of at least twenty percent (20%) of the members shall constitute a quorum for election to take place.
- d. The person(s) receiving a majority of votes shall be elected.

### **Section 5 – Election of Officers and Terms of Office**

The Officers of the Association shall be elected by the Board at the first Board meeting following the Annual Meeting. Each shall hold office for one (1) year unless he or she resigns sooner or is removed or otherwise disqualified to serve.

### **Section 6 – Board Vacancies**

- a. When vacancies occur, the Board shall seek and appoint, by quorum vote, a Member to fill the remainder of the term of the vacated position.
- b. When a vacancy occurs within ninety (90) days of the Annual Meeting, the Nominating Committee shall present a nominee for the vacated position at the Annual Meeting.

### **Section 7 – Resignation and Removal**

- a. A Director may be removed with or without cause, at a meeting called by petition signed by not less than ten percent (10%) of the members. The members must receive meeting notice not less than twenty (20) days prior to the meeting date set by the Board. A majority vote of membership of the Association in favor of removal is required.
- b. Any Director may, by resolution, be removed from Office with or without cause by the Board.
- c. The Board may declare an office of the Board vacant in the event the person holding that office is absent from three (3) consecutive regular meetings of the Board. The position is filled in the manner prescribed in Article III, section 6 above.
- d. Any Director may resign at any time giving written notice to the Board, President or Secretary. Such resignation shall take effect on the date of receipt of the notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Replacement of the Board member shall be according to Article III, section 6 above.

### **Section 8 – Compensation**

- a. No Director shall receive compensation for any service he or she may render to the Association.
- b. A Director may be reimbursed for actual expenses incurred in performance of duties or volunteer work performed on behalf of the Association.
- c. Reimbursement shall be approved by resolution of the Board when a request for reimbursement is presented to the Board, which includes a receipt for the material and a statement of application.

### **Section 9 – Liability and Indemnification**

Directors shall not be held liable to the Association or to the Owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association will hold harmless and indemnify each Director, Manager or Managing Agent against all contractual liability to others arising out of contracts made by the Board, Manager or Managing Agent on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws.

Each Director, Manager or Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be party, or in which they may become involved by reason of being or having been a Director, Manager or Managing Agent and shall be indemnified upon reasonable settlement thereof, providing, however, there shall be no indemnity if the Director, Manager or Managing Agent is adjudged guilty of willful nonfeasance or malfeasance in the performance of his/her duty.

### **Section 10 – Board Meetings**

The meeting requirements in this section may not be circumvented.

**Member Participation** – Association members have a right to participate in the Board meetings subject to time limitations defined by the Board. The President shall have the authority to exclude any member who disrupts the proceedings.

**Meeting Agendas** – Agendas shall be prepared for all meetings of the Board. Agendas shall include a provision for member presentations.

**Regular Meetings** – The Board by resolution shall establish and notify members of the dates, times and places for regular meetings.

**Executive Sessions** – At the discretion of the Board, the following matters may be considered in executive session:

1. Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation on criminal and civil matters;
2. Personnel matters including salary negotiations and employee discipline;
3. Negotiation of contracts with third parties;
4. Collection of unpaid assessments.

Except in the case of an emergency, the Board shall vote in open meeting whether to meet in executive session. In the event the Board votes to meet in executive session, the presiding officer of the Board shall state the general nature of the action to be considered, and as precisely as possible, when and under what circumstances, if any, the deliberation may be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes of the meeting.

**Emergency Meetings** – Emergency meetings and emergency executive sessions may be held without notice, if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings may be conducted by telephonic communication or by use of a means of communication that allows all Directors participating to hear each other simultaneously and otherwise to be able to communicate during the meeting. A Director participating in the meeting by this means is deemed to be present in person at the meeting.

**Special Meetings** – Special meetings of the Board may be called at any time by the President or by a majority of Directors or by written request of not less than ten percent (10%) of members of the Association who are entitled to vote.

1. Notification of a special meeting must be made to the members twenty (20) days in advance of the scheduled meeting date.
2. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

**Action without Meeting** – No action or business may be conducted by the Board of Directors without a meeting defined in this section.

#### **Minutes and Reporting**

- a. Minutes of all meetings and acts of the Board or a Director shall be recorded for the records of the Association.
- b. A summary of the minutes of a meeting or action shall be published in the Association newsletter.
- c. The newsletter shall be an official notification source to Association members.



### **Section 11 – Additional Powers and Duties**

In addition to specific powers and duties stated elsewhere in these Bylaws, the Board shall:

- a. Have the authority to interpret and enforce the CC&Rs, Bylaws and Rules & Regulations of the Association.
- b. Suspend the voting rights and the right to use the recreational facilities of the members during a period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations of the Association.
- c. Consult with legal counsel concerning the rights and duties of the Association regarding existing potential litigation, or criminal matters.
- d. Have the authority to designate, employ, manage, prescribe their duties and dismiss an employee or agent involved in the management, operations, upkeep, repair and/or other activities as the Board deem necessary.
- e. As required by the CC&Rs and these Bylaws, to:
  1. Fix the amount of the annual assessment against each Lot,
  2. Send written notice of each assessment to every Owner,
  3. Foreclose the lien against any property.
- f. Annually conduct a reserve study or review and update an existing study to determine the reserve amount requirements. Establish and maintain reserve accounts and other reserves, which are permitted or required by the OPCA, CC&Rs and these Bylaws.
- g. Prepare a maintenance plan for all property for which the Association has maintenance repair and replacement responsibility under the OPCA, CC&Rs and these Bylaws.
- h. The Board of Directors at the request of a member or prospective buyer will provide a certificate setting forth whether or not that for the property all assessments have been paid and that the property is in compliance with the CC&Rs, the Bylaws and all rules and regulations.
- i. Annually review, procure and maintain at all times adequate Liability and Hazard Insurance on property owned by the Association referred to by the OPCA.
- j. Cause all Directors and employees having fiscal responsibilities to be bonded, subject to the availability of such insurance at reasonable cost.

### **Section 12 – Finance and Accounting**

**Complying with the Oregon Planned Community Act and CC&Rs** – The Board shall comply with the Oregon Planned Community Act and the Association CC&Rs relating to maintaining and distributing financial statements to all Owners; maintaining copies of the annual budget statement of revenues and expenses, reserve account budget, current operating budget and special assessment budgets suitable for duplication. In addition, the Board shall make available and/or distribute these same documents as described in the following sections.

**Annual Budget** – The Board shall prepare and adopt an annual budget for the next fiscal year. The Board shall include a copy of the proposed budget with the notice of the Annual Meeting. The annual budget shall include estimated annual revenue; estimated monthly expenses broken down by categories, including but not limited to:

- Road repair.
- Commons maintenance contract.
- Spring yard debris cleanup.
- Irrigation system blowout.
- Professional fees.
- Reserve funds.

**Current Operating Budget** – The Board shall prepare and maintain a current monthly operating budget that details specific anticipated expenses and revenues. The Treasurer shall amend each monthly budget the following month to include actual revenues and expenses for the month.

**Reserve Accounts Budget** – The Board shall prepare and maintain an Annual Reserve Account(s) budget in compliance with the OPCA.

**Special Assessment Budget** – The Board shall prepare and maintain an accounting of Special Assessment Funds. The special assessment budget shall be prepared and distributed thirty (30) days prior to a meeting called for the purpose of voting on a special assessment. This budget shall detail expenses, applications of funds and projected assessment amount against each Lot.

**Financial Statements** – The following financial statements shall be prepared and distributed to the Board at each Board meeting:

- Income statement.
- Balance Sheet.
- Accounts payable statement.
- Accounts receivable statement.

**Annual Financial Report** – The Board shall cause the preparation of annual financial statements and cause an annual audit of same by a certified public accountant as required by the OPCA.

#### **Expenditure Management**

- a. Payments must be approved by resolution of the Board.
- b. The Board shall institute and maintain a voucher system for each payment, requiring the signatures of at least two Board members.
- c. No expenditure shall be made which is in violation of the governing documents.
- d. Records of all invoices and payments shall be maintained and made available for copying for seven (7) years.

**Taxes** – The Board shall cause the necessary preparation and filing of all Association taxes.

#### **Section 13 – Rules & Regulations**

**Creation** - The Board shall propose Rules & Regulations governing the behavior of Members, their family or guests; standards for use, appearance and maintenance of their lots and homes.

**Adoption** – The proposed Rules & Regulations shall be adopted by a majority vote of a quorum present in person or by proxy of not less than twenty percent (20%) of the members at a duly announced regular or special meeting of the Association.

**Notification** – Notification of a meeting on which the adaption of Rules & Regulations is on the agenda shall follow Article II, Section 7e of these Bylaws.

#### **Enforcement**

**Compliance** – Each member shall comply with the CC&Rs, Bylaws and Rules & Regulations adopted by the Association. The CC&Rs, Bylaws and Rules & Regulations shall be enforced by the Association. The Association shall have all remedies set forth in the CC&Rs, Bylaws and Rules & Regulations as well as any remedy available at law or equity.

**Fines and Charges** – The Board may impose charges for late payment of assessments and attorney fees related to the collection of assessments, levy reasonable fines against a member for any violation of the CC&Rs, Bylaws and Rules & Regulations provided the charges imposed or the fines levied are based:

- On a fine schedule adopted by resolution of the Board which has been delivered to each Member's lot, mailed to the mailing address of each lot, or mailed to the mailing addresses designated in writing by the Member.
- On fines levied due to violation by a Member, their family or guest, or an occupant of the property owned by the Member.

**Notification and Hearings** – In the event of a violation, the Board shall levy no fine until the Association has provided the Member with written notice of the violation. The Member shall be entitled, upon request made within ten (10) days of receiving notice, to a hearing before the Board to contest the violation. The Member may be represented at such hearing by legal counsel and have a reasonable amount of time to produce statements, evidence and witnesses. The minutes of the hearing shall contain the written statement of the results of the hearing and the fine, if any, imposed. The Board, at its discretion, may levy a fine if it finds a violation had occurred. Such fine must be consistent with the current Schedule of Fines and Charges. In the event the Association and a Member develop an adversarial relationship:

1. The Association shall comply with the requirements of the OPCA regarding alternative dispute resolution; the hearing described in this Article shall not be considered an administrative hearing within the meaning of this requirement.
2. The party that intends to initiate litigation or an administrative proceeding shall use the Community Dispute Resolution Program of Deschutes County through services provided by Central Oregon Mediation, Inc. (Reference ORS 94.630). The offer must be written and hand-delivered or sent by certified mail, return receipt requested, to the address contained in the records of the Association, for the other party. If the party receiving the offer does not accept the offer within ten (10) days, the initiating party may commence the litigation or the administrative proceedings.

**Continuing Violation** - In each case of continuing violation:

1. The Board may levy a fine for each day the violation continues after written notice shall be deemed a separate distinct violation and subject to a separate daily fine.
2. The Board may require the Member to post bond or other form of security in order to ensure future compliance. For any violation that cannot be corrected immediately, no further fines shall be levied after such time as the Member begins a good faith effort to comply and thereafter diligently pursues correcting the causes of the violation.

**Lien against Lot** – Fines shall constitute a personal obligation of the Member, as well as a lien upon the Member's lot. This lien may be foreclosed in the same manner as a lien for unpaid association assessments pursuant to OPCA.

**Schedule of Fines** – The amount of the fines shall be at the sole discretion of the Board based on the current published schedule of Fines and Charges. The Board may assess fines based upon the type and nature of the violation, the length of time of the violation and other factors the Board determines appropriate.

**Charges** – In the event any assessments or fines are not received when due, the Association may charge monthly service fee of \$25.00 until the full amount is paid or until a payment plan has been signed. Unpaid assessments, including fines, shall bear interest at the rate of fifteen percent (15%) per annum.

**Fees, Costs and Payment Crediting** – The Member shall be liable for all attorney fees, costs and expenses incurred by the Association in the collection of assessments or incident to the levy or collection of the fine, including appellate proceedings' The Association shall apply all partial payments by the Member to the Member's outstanding balance in the following order:

1. Attorney's fee and costs.
2. Late fees and interest.
3. Fines and Charges.
4. Special assessments.
5. Regular assessments, with payment being applied to the oldest balance first'

#### **Section 14 – Officers and Duties**

The officers of the Board shall be:

The President whose duties shall include but not limited to:

- Preside at all meetings of the Association and the Board,
- See that orders and resolutions of the Board are executed,
- Sign all approved leases, mortgages, deeds and other written instruments,
- Co-sign all checks and promissory notes.

The Vice-President whose duties shall include but are not limited to:

- Act in place and stead of the President in the event of the President's absence, inability or refusal to act,
- Exercise and discharge such other duties as may be required by the Board.

The Secretary whose duties shall include but are not limited to:

- Record votes and keep minutes of all meetings and proceedings of the Board and of the Association,
- Serve notice of meetings of the Board and of the Association,
- Keep appropriate current records of Members, their address and contact information,
- Perform such other duties as required by the Board.

The Treasurer whose duties shall include but are not limited to:

- Receive and deposit all monies of the Association,
- Disburse such funds as directed by resolution,
- Sign all checks and promissory notes,
- Keep proper books of account t,
- Cause an annual audit of the Association books by a certified public accountant each fiscal year,
- Prepare and present an annual budget and financial statements at the Annual Meeting.

The Board at its discretion may from time to time establish and define other offices it deems necessary to carry out its powers and duties.

**Multiple Offices** – The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices.

**Section 15 – Committees**

The Board in addition to a Nominating Committee and Architectural Review Committee as provided for in the CC&Rs and these Bylaws, may appoint special project and/or standing committees it deems appropriate. Such committees shall be assigned specific tasks, authorities and responsibilities that may include, but are not limited to, budget review, strategic planning, project oversight, rules and regulations, etc.

**Article IV – Amendments**

These Bylaws may be amended at a regular or special meeting of the Members by an affirmative vote of a majority of at least thirty percent (30%) of the Association Members who are present in person or by proxy.

Dated this 13 day of FEBRUARY, 2017.

**TILlicum VILLAGE HOMEOWNERS ASSOCIATION**

BY: *Elliott M. Preble*  
Elliott M. Preble, President of the Board of Directors

State of Oregon ) ss  
County of Deschutes)

I Elliott M. Preble, being duly sworn, say that I am a member of the Board of Directors of Tillicum Village Homeowners Association, and that all statements made in said instruments are true and correct.

*Elliott M. Preble*  
Elliott M. Preble

SUBSCRIBED AND SWORN to before me this 13 day of February 2017

*Nancy Irene Barnett*  
Notary Public for Oregon  
My Commission Expires: 4/21/15

