

**AFTER RECORDING RETURN TO:**

Karna R. Gustafson  
Landye Bennett Blumstein LLP  
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**AMENDMENTS TO BYLAWS OF  
WEST MEADOWS ESTATES HOMEOWNERS ASSOCIATION, INC.**

**RECITALS**

A. Wyant Family Trust (hereinafter, the "Subdivider"), was the original owner of all of the real property. Subdivider created and sold lots in a number of phases to various owners. Subdivider improved and subdivided portions of the real property in several phases. Each complete phase and all future phases together are referred to as the "Subdivision."

B. West Meadows Estates Homeowners Association, Inc. ("Association") recorded a Restated Declaration of Covenants, Conditions and Restrictions for West Meadows Estates ("Declaration") and the Bylaws of the West Meadows Estates Homeowners Association, Inc. ("Bylaws") as an Exhibit to the Declaration on July 2, 2008 as Document No. 2008-008475, in the Real Property Records of Polk County.

C. The owners within West Meadows Estates have voted to approve the following amendments to the Bylaws by the requisite percentage vote as required by Section 11 of the Bylaws. The Association now wishes to record the Amendments to Bylaws of West Meadows Estates Homeowners Association, Inc.

The following amendments are made to the Bylaws of West Meadows Estates Homeowners Association, Inc.:

**AMENDMENTS**

1. Section 2.3 shall be deleted in its entirety and replaced with the following:

**2.3 *Designation of Voting Rights***

The owner of any Lot (the "Owner") may designate another person to vote for such Owner, for any specified period not to exceed three (3) years, provided such designation is given a written Power of Attorney delivered to the Board of Directors of the Association at least ten (10) days before such designated party wishes to vote. The Board of Directors of the Association may waive or shorten the period for notice required under this Section.

2. Section *2.4 Subdivider Control* is deleted in its entirety.
3. Section *2.5 Transitional Advisory Committee* is deleted in its entirety.
4. Section 3.1 shall be deleted in its entirety and replaced with the following:

**3.1 Annual Meetings**

Annual meetings of the membership of the Association shall be held each year. The timing and location of the annual meeting shall be determined by the Board of Directors. The annual meeting for the year may be called by the President, a majority of the Board of Directors, or members holding not less than twenty percent (20%) of the membership votes.

5. Section 3.2 shall be deleted in its entirety and replace with the following:

**3.2 Special Meetings**

Special meetings of the membership shall be held upon the call of the President or a majority of the Board of Directors, or pursuant to a petition signed by members holding at least thirty percent (30%) of the votes. Meetings called upon a petition of members shall be held in person at a formal gathering, rather than by ballot.

6. Section *3.3 Turnover Meeting* is deleted in its entirety.

7. Section 3.5 shall be deleted in its entirety and replaced with the following:

**3.5 Notice of Meeting**

The Secretary/Treasurer shall mail or hand deliver notice of each meeting of the members to each member (or in cases where a Lot or living unit is owned by more than one person, to at least one of such Owners). A mailing may be done electronically or by US First Class Mail. The notice shall state the time and place where it is to be held and the items on the agenda, including the general nature of any proposed amendment to Declaration or Bylaws, any budget changes or any proposal to remove a Director. The notice shall be mailed or delivered at least ten (10), but not more than fifty (50) days prior to such meeting or prior to the date when ballots for a ballot meeting are required to be returned. The mailing or delivery shall be to the member's address last given the Secretary/Treasurer in writing by the member. The mailing or delivery of notices in the manner provided in this Section may be waived by any member, either before, during or after the meeting.



8. Section 3.6 shall be deleted in its entirety and replaced with the following:

**3.6 Ballot Meetings**

Any meeting of the membership of the Association (except special meetings called by petition of members and annual meeting) may be by ballot, as the Board may elect, rather than through a formal gathering. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposals specifically propounded on the ballot. The vote on matters considered through ballot meetings shall be determined by the Board within forty-eight (48) hours of the deadline of the return of ballots. Each member shall be notified by mail or other delivery of written notice of the results of the ballot meeting, or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

9. Section 3.7 shall be deleted in its entirety and replaced with the following:

**3.7 Quorum**

Except where a specific action is required by the Declaration, the Articles of Incorporation or another provision of these Bylaws, a quorum for the transaction of any business shall consist of persons authorized to cast, in person or by proxy, not less than thirty percent (30%) of the votes eligible to be cast. If at any meeting a quorum is not present or represented, the members entitled to vote thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Quorum for the adjourned meeting shall be reduced to twenty-five percent (25%) of the votes eligible to be cast.

10. Section 3.9 shall be deleted in its entirety and replaced with the following:

**3.9 Proxies**

Members may give proxies for their membership votes, provided that they are in writing, dated and signed by the member (or, in the case where the member consists of more than one person, by at least one of such persons). Any proxy so given may be revoked at any time by the member granting it, and no proxy shall remain effective for a period longer than twelve (12) months.

11. Section 4.1 shall be deleted in its entirety and replaced with the following:

**4.1 Makeup of Board**

The affairs of the Association shall be governed by a Board of Directors, consisting of at least three (3) but not more than five (5) persons, each of whom must be an owner or a co-owner of a Lot which assessments are paid and must reside within West Meadows Estates. Provided, however, that if a Lot is owned by more than one (1) owner, only one (1) owner of that

Lot may serve on the Board of Directors at any one time. An officer or employee of a corporation, a trustee of a trust, a personal representative of a trust or estate, or any employee of a trust or estate, may serve on the Board of Directors, if such corporation, trust or estate owns a Lot which assessments are paid and such person resides within West Meadows Estates. The Directors shall hold office until their respective successors are elected.

12. Section **4.5 Initial Board Meeting** is deleted in its entirety.

13. Section 4.6 shall be deleted in its entirety and replaced with the following:

**4.6 Board Meetings**

Meetings of the Board of Directors shall be held from time to time upon the call of the President or of a majority of the Directors.

14. Section 5.3 shall be deleted in its entirety and replaced with the following:

**5.3 Association Budget**

Determine and set the annual budget for the Association at least annually and provide a summary of the budget to all Owners within (30) days of adoption. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect.

15. Section 5.4 shall be deleted in its entirety and replaced with the following:

**5.4 Rules and Regulations**

Adopt and publish rules and regulations, including fees, if any, governing the use of common property, Lots and facilities, and the personal conduct of the members and their guests thereon.

16. Section 5.12 shall be deleted in its entirety and replaced with the following:

**5.12 Liens for Delinquent Assessments**

The Association shall have a lien upon the Lot or living unit for any unpaid assessments. The lien includes interest, late charges, attorneys' fees, costs, fines or any other amounts imposed by the Association. Cause the lien against any Lot or living unit for which assessments are not paid within (60) days after the due date to be foreclosed or cause action at law to be brought against the Owner personally obligated to pay the same.



17. Section 5.14 shall be deleted in its entirety and replaced with the following:

**5.14 Insurance**

Procure, review and maintain in effect such casualty, flood, liability and hazard insurance, property damage insurance with extended coverage endorsements, and a fidelity bond.

18. Section 5.16 shall be deleted in its entirety and replaced with the following:

**5.16 Late Charges and Fines**

Impose charges for late payment of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws or rules and regulations of the Association according to a schedule adopted by the Board of Directors.

19. Section 8.2 shall be deleted in its entirety and replaced with the following:

**8.2 Statement of Assessments**

The Board of Directors shall maintain an assessment roll in which there shall be an account for each Lot or living unit subject to assessment. Such account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the dates and amounts on which the assessment becomes due, the amounts paid on the account and the balance due on the assessments. The Board of Directors shall within ten (10) business days provide any Owner who makes a request in writing with a written statement of the balance due on his assessments.

20. Section 8.3 shall be deleted in its entirety and replaced with the following:

**8.3 Owner's Mailing Address**

Each Owner shall provide in writing the Board of Directors with the Owner's mailing address and any change thereto.

21. Section 9.1 shall be deleted in its entirety and replaced with the following:

**9.1 Owner's Obligation**

All Owners are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses, as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The Board may, but shall not be required to, impose interest, collection fee(s) or a service charge for late installment payments.

22. Section 9.2 shall be deleted in its entirety and replaced with the following:

**9.2 Default**

Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of such Owner's obligations pursuant to these Bylaws and the Declaration. The Association shall be entitled to the remedies set forth in the Declaration and Oregon Planned Community Act.

23. Section 11.1 shall be deleted in its entirety and replaced with the following:

**11.1 Amendment by Members**

The Bylaws may be amended at any annual or special meeting of the membership, by affirmative vote of not less than fifty percent (50%) of the votes entitled to be cast at such meeting.

24. Section 12.1 shall be deleted in its entirety and replaced with the following:

**12.1 Notices**

All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Owner shall be sent electronically as allowed by law or to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or, if no address has been designated, then to the Owner's Lot or living unit. In the discretion of the Board of Directors of the Association, any notice, information or other written material required to be given to an Owner or Director under the Declaration or Bylaws or Oregon Planned Community Act, may be given by electronic mail, facsimile or other form of electronic communication.

Electronic mail, facsimile or other form of electronic communication may not be used to give notice of: failure to pay an assessment, foreclosure of an Association lien and an action the Association may take against an owner.

An Owner or Director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board of Directors to provide notice via US First Class Mail.

It is hereby certified that the foregoing amendments have been approved by the required percentage of the Association members, as required by the Bylaws and the Oregon Planned Community Act.

WEST MEADOWS ESTATES HOMEOWNERS ASSOCIATION, INC

By: \_\_\_\_\_  
President

By: Janice R. Rose  
Secretary

STATE OF OREGON )  
County of Marion ) ss.

July 17, 2013

Personally appeared before me the above-named Michael F Eastlund and Janice R Rose who, being duly sworn, did say that they are the President and Secretary of the West Meadows Estates Homeowners Association, Inc. and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Oracio Larios  
Notary Public for Oregon

