

BYLAWS OF
BATTLECREEK COMMONS ASSOCIATION

CHAPTER 1: DEFINITIONS

1.05 The following words, when used in these Bylaws shall have the following meanings:

1.10 "Association" shall mean and refer to the Battlecreek Commons Association, a nonprofit corporation organized and existing under the laws of the State of Oregon.

1.15 "Association of Members" means all the owners and other persons entitled to vote acting as a group in accordance with the Declaration and Bylaws.

1.20 "Building" means a multiple unit building of a single unit building, or any combination thereof, comprising a part of the property.

1.25 "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by these Bylaws of this Association or the Declaration.

1.30 "Declaration" means the master deed previously filed in Marion County plus amendments and supplements thereto.

1.35 "Lot" means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

1.40 "Lot Designation" means the number, letter or combination thereof designating a unit in the Declaration.

1.45 "Majority of Members" means those persons or entities holding fifty-one percent (51%) of the votes in accordance with the percentages and voting rights assigned in the Declaration.

1.50 "Manager" means the manager or Board of Managers or other person or persons in charge of the administration of, or managing, the Association and the properties.

1.55 "Member" means the person or entity having a voting right in the Association pursuant to the Declaration and the Article of Incorporation, and these Bylaws.

1.60 "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot, or living unit situated upon the properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.65 "Private Commons" means parks, commons, streets, footways, buildings, structures, personal properties, and any and all other properties owned and maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

1.70 "Properties" or "Property" means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under these Bylaws, the Declaration and Articles of the Association, plus additions thereto.

CHAPTER 2: MEMBERSHIP

2.05 The method of selection of members and the rights of members are as set forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.10 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such

assessments are made as provided in the Declaration to which the properties are subject and recorded and of the Articles of Incorporation.

2.15 The membership rights of any person whose interest in the properties are subject to assessment under the Declaration, Articles of Incorporation and these Bylaws, whether or not *they* be personally obligated to pay such assessments, may be suspended by action of the directors during the period when the assessments remain unpaid; but upon payment of such assessments, *their* rights, and privileges shall be automatically restored.

CHAPTER 3: PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

3.05 Each member shall be entitled to the use and enjoyment of the private commons and facilities as provided by the Declaration and the Articles of Incorporation and these Bylaws.

3.10 Any member may delegate *their* rights of enjoyment in the private commons to the members of *their* family who reside upon the property or to any of *their* tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such person, and the relationship of the member to such person. The rights and privileges of such person are subject to suspension to the same extent as those of a member.

CHAPTER 4: BOARD OF DIRECTORS

4.05 The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, from among the members, provided that husband and wife may not serve as directors simultaneously. Approved to change to 7 members by the Board of Directors on November 6th 1974 after a vote of 75% of homeowners passed.

4.10 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners. Specifically, and by way of example and not by way of limitation, the directors shall be responsible for the care, upkeep and surveillance of the properties and the private commons; the collection of monthly assessments from the owners in accordance with these Bylaws; the designation and dismissal

of personnel necessary for the maintenance and operation of the properties, the private commons, and this Association; to call special meetings of the members as set forth in these Bylaws; to adopt and publish rules and regulations governing the use of the private commons and the personal conduct of the members and their guests; to cause to be kept, complete records of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such statement is requested in writing by five percent (5%) of the voting membership as provided by these Bylaws.

4.15 The Board of Directors may employ a management agent who shall be an officer or assistant officer of the Association at a compensation to be established by the Board and to perform such duties and services as the Board shall authorize, including, but not limited to, the carrying out of the duties set forth in Section 4.10 of this chapter.

4.20 The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.25 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary on three (3) days notice to each director, personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

4.30 Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any one (1) Director.

4.35 Before or at any meeting of the Board of Directors, any Director may, in writing, or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by *that Director* of the time and place thereof. If all the Directors are present at any

meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.40 The Board of Directors shall require that all officers and employees of the Association handling, or responsible for, Association funds shall furnish adequate fidelity bonds, the premiums on such bonds to be paid by the Association.

CHAPTER 5: NOMINATION, ELECTION, AND TERM OF OFFICE OF DIRECTORS

5.05 Nominations for elections to the Board of Directors shall be made by a Nominating Committee constituted as set forth in these Bylaws.

5.10 A Nominating Committee shall meet at least ten (10) days prior to the annual meeting and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

5.15 At the annual meeting or at a special meeting called for elections, the Nominating Committee shall present its nominations to the membership, and the president shall thereupon invite additional nominations from the floor. No nominee may be nominated by the committee or from the floor without the express oral consent of the nominee having been obtained prior to the nominee's nomination. After the nominations are closed, the president shall call for the election of the directors orally unless at least three persons demand that the elections shall be in writing, in which event, the president shall immediately direct the secretary to prepare written ballots and the election shall proceed by written ballot. The announcement of the winners shall be made at the meeting or as soon thereafter, in the event of a written ballot, as may be conveniently made in writing to the members. The president may designate an Election Committee to count the ballots from among the members.

5.20 At any regular or special meeting of the members duly called, any one or more of the directors may be removed with, or without, cause by a two-thirds (2/3) vote of the members present, and a successor may then and there be elected to fill out the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

5.25 Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the majority of the remaining directors, and each person so elected shall be a director until *their* successor is elected at the next annual meeting of the Association or a special meeting called for the purpose.

5.30 At the first meeting of the directors following the first meeting of members, the directors shall determine as between themselves by lot, that the term of two directors shall be for three (3) years, the term of two directors shall be for two (2) years, and the term of one director shall be for one (1) year. At the expiration of the initial term of office for each director, *the* successor shall be chosen for a term of three (3) years as provided in these Bylaws.

CHAPTER 6: OFFICERS

6.05 The principal officers of the Association shall be a Chair (hereinafter called President), a Vice-President, and a Secretary-Treasurer, all of whom will be elected by and from the Board of Directors. The Directors may appoint an assistant Treasurer or assistant Secretary and such other officers as in their judgment may be necessary, which said officers or assistant officers need not be members of the Association.

6.10 The officers of the Association shall be elected annually by the Board of Directors, at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

6.15 Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with, or without, cause, and *their* successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

6.20 The President shall be the chief executive officer of the Association. *The President* shall preside at all meetings of the Association and of the Board of Directors, *and* have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as *they* may, in *their* discretion, determine as appropriate to assist in the conduct of the affairs of the Association.

6.25 The Vice-President shall take the place of the President and perform *their* duties whenever the President shall be absent or unable to act, and have such other and further duties as the President shall determine. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on a temporary basis.

6.30 The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, shall have charge of the books and records, and papers of the Board of Directors and of the Association, and shall have the responsibility of the Association's funds and securities and be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. *They* shall carry out other and further duties and oversee the responsibilities of assistant secretaries and assistant treasurers under and pursuant to the direction and control of the Board of Directors. The Secretary-Treasurer may be compensated in such manner and in such amount as the Board of Directors shall deem appropriate.

6.35 Officers and directors other than the Secretary-Treasurer shall serve without compensation unless the owners, by a two-thirds (2/3) vote, shall approve of compensation for such officers or directors. Directors may receive reimbursement for all expenses incurred on behalf of the Association.

CHAPTER 7: MEETINGS OF MEMBERS

7.05 Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

7.10 The second annual meeting of the Association will be held on the first Wednesday after the first Monday in November in 1972, and thereafter, the annual meetings of the Association will be held on the same day of each succeeding year if the same is not a holiday, and if it is a holiday, on the next succeeding business day. At such meetings, there shall be elected by the members, a Board of Directors in accordance with these Bylaws, and the members may also transact such other business of the Association as may properly come before them.

7.15 The President may call a special meeting of the members at any time, and shall do so upon the request of two (2) Directors or upon a petition signed by ten percent (10%) of the members and having been duly presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

7.20 It shall be the duty of the Secretary-Treasurer to mail a notice of each annual or special meeting, stating the purpose thereof, including a statement as to any extraordinary business to be considered, as well as the time and place where it is to be held, to each member, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered the serving of notice.

7.25 The presence in person or by proxy of fifty-one percent (51%) of those eligible to vote in accordance with the percentages assigned in the Declaration shall constitute a quorum.

7.30 Votes may be cast in person or by proxy. Proxies must be filed with the Secretary in writing before the appointed time of each meeting.

7.35 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7.40 Except where there is something in the Articles, Declaration, or in these Bylaws to the contrary, the order of business and the method of proceeding with business shall be set forth in the latest published edition of Robert's Rules of Orders.

CHAPTER 8: COMMITTEES

8.05 The standing committees of the Association shall consist of a Nominating Committee, a Maintenance Committee, an Architectural Control Committee, an Audit Committee, and such other standing committees as the Board of Directors shall determine. The duties of each committee shall be set forth by the Board of Directors and their membership shall be made up in such manner as may be determined, from time to time, by the Board of Directors.

8.10 In addition to the standing committees, the Association may have other temporary or special committees carrying out such duties and responsibilities as the Board of Directors may, from time to time, determine.

CHAPTER 9: OBLIGATION OF THE OWNERS

9.05 Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all Association common expenses, which shall include a liability insurance policy and a property and extended coverage insurance policy. The assessments shall be made pro rata as stipulated in the Declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements in accordance with the statements set forth in the Declaration.

9.10 Each owner must perform promptly all maintenance and repair work within *their* own unit, which, if omitted, would affect the properties in their entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that *their* failure to do so may engender. All repairs of internal installations of the unit, such as water, light, gas, power, sewage, telephone, air conditioning, sanitary installation, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense. An owner shall reimburse the Association for any expenditure incurred by it in repairing or replacing any part of the private commons damaged through the fault or negligence of an owner.

9.15 An owner shall not make structural modifications or alteration in *their* unit or installation located therein without previously notifying the Association in writing, through the managing agent, or through the Board of Directors. The Association shall respond to the owner within thirty (30) days after the receipt of written notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

9.20 An owner shall not place or cause to be placed in the private commons any furniture, packages, or objects which could or do block normal transit through such private commons. An owner shall take no action which would unreasonably interfere with the use of the respective units by other owners or the use of the private commons by the owners.

9.25 An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening, *their* unit, whether the owner is present at the time or not. An owner shall permit other owners, or their representatives, when so required, to enter *their* unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

9.30 Restrictions.

- a) No resident of a unit shall post any advertisement or poster of any kind in or upon the properties except as authorized by the Association.
- b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions or amplifiers that may disturb other residents. Those keeping domestic animals will abide by the laws and ordinances of the area.
- c) No garments, rugs, rags, laundry or other clothing or materials shall be allowed to hang from the windows or from any of the facades of the properties or in open carports.
- d) No person will dust rugs or clean rugs from the windows or by beating them upon the exterior part of the properties.
- e) No person shall throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- f) No owner, resident, lessee or person shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, on the exterior of the properties or that protrude through the walls or the roof of any unit or building on the properties except as authorized by the Association.
- g) Parking of boats, trailer, motorcycles, trucks, truck campers, and like equipment shall be allowed only within the confines of a carport or garage and no portion of such equipment may project beyond the covered area except that if other space is available, the owner may rent the same for such purposes from other unit owners, or from the Association, upon such terms and conditions as may be determined by the Association, and all other parking of equipment shall be prohibited.

9.35 Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the unit to the obligations of these Bylaws and the Declaration. In the event of foreclosure of lien by the Association, the Association shall be entitled to recover a reasonable rental for the unit during such proceedings in addition to all other rights allowed by law, these Bylaws or the Declaration. Any default by the owner in any such manner shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the unit is subject.

CHAPTER 10: AMENDMENTS

10.05 These Bylaws may be amended by the Association at a duly constituted meeting called for such purpose, but no amendment shall be effective unless approved by the members representing at least seventy-five percent (75%) of the owners and until such amendment has been certified by the President and Secretary of the Association.

CHAPTER 11: ADMINISTRATIVE RULES AND REGULATIONS

11.05 The Board of Directors may promulgate, by two-thirds (2/3) vote, such additional administrative rules and regulations governing the details of the operation and use of the private commons as they shall in their discretion determine. Such rules and regulations shall be furnished to all members and shall be subject to change without notice.

CHAPTER 12: FINANCIAL ADMINISTRATION OF THE ASSOCIATION

12.05 In addition to a managing agent, the Board of Directors may employ for the Association such other and different persons necessary, useful or desirable for the maintenance, upkeep and repair of the common elements, or other Association purposes, as the Board of Directors shall determine.

12.10 The managing agent shall have the authority to disburse funds only up to, but not in excess of, an amount to be determined by the Board of Directors. For any expenditure of funds over and above the said sum, the check or draft therefore shall contain the approval of, and the signature of, one of the three officers of the corporation in addition to that of the managing agent. The Association shall maintain such adequate books and records of account as good general business practice requires and for the purposes hereof, may acquire the services of a professional accountant, public accountant, or certified public accountant.

12.15 The fiscal year of the Association shall be a calendar year or such other year as the Board of Directors shall determine.

CHAPTER 13: INSURANCE

13.05 The insurance other than title insurance which shall be carried upon the property and the property of the owners shall be governed by the following provisions, and as provided in the Declaration.

13.10 All insurance policies upon the property shall be purchased by the Association for the benefit of the Association and the owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

13.15 All buildings and improvements upon the land and all personal property included in the private commons shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and uses as the buildings on the land, including but not limited to vandalism and malicious mischief.
- c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the owners as a group to an owner.

13.25 Workman's Compensation policy to meet the requirements of law.

13.30 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, provided however, that the insurance upon the owners' properties shall be limited in the manner set forth in the Declaration.

13.35 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

13.40 All insurance policies purchased by the Association shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to PIONEER TRUST COMPANY of Salem, Oregon as Trustee, or to any other bank in Oregon with trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- a) Proceeds on account of damage to private commons in the form of an undivided share for each owner, such share being the same as the undivided share in the private commons appurtenant to *their* unit.
- b) Proceeds on account of damage to units shall be held in the following undivided shares:
 - 1) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each owner, which cost shall be determined by the Association.
 - 2) When the building is not to be restored - an undivided share for each owner, such share being the same as the undivided share in the common elements appurtenant to *their* unit.
- c) In the event a mortgagee endorsement has been issued as to a unit, the share of the owner shall be held in trust for the mortgagee and the owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

13.45 Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefore.
- b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to owners and their

mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

- c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- d) Certificate. In making distribution to owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the shares of the owners and their respective shares of the distribution.

13.50 The Association is hereby irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

These Bylaws duly, regularly and unanimously passed by the Board of Directors of Battlecreek Commons Association, on the 21st day of December, 1971.

Signature by 7 Directors
(Original document on file)

Amended to remove discriminatory language, per Oregon Law HB2534

Approved by Board on March 28, 2023

Battlecreek Commons Association Board of Directors