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**BYLAWS OF  
COPPERMILL HOMEOWNERS ASSOCIATION**

**DECLARANT: COPPERMILL DEVELOPMENT, LLC**

## ARTICLE 1

### 1. Definitions; Plan of Lot Ownership

#### 1.1. Definitions.

The terms in these Bylaws shall have the same meaning and definitions as the Declaration, unless otherwise stated.

#### 1.2. Bylaws Applicability.

These Bylaws apply to the Lots within Coppermill, a planned community in Deschutes County, Oregon.

#### 1.3. Lots; Property.

The Lots and the Common Areas may be collectively referred to in these Bylaws as the "Property" or "Project" and the Lots individually as a "Lot" or collectively as the "Lots."

#### 1.4. Oregon Planned Community Act.

The Property, all Lots and Owners, and the Association and all Members, are subject to the Oregon Planned Community Act, ORS 94.550–94.783 (the "PCA") and the Oregon Nonprofit Corporation Act, ORS Chapter 65.

## ARTICLE 2

### 2. Association Membership & Voting

#### 2.1. Membership in the Association.

Each Owner shall be a Member of the Association. Lot ownership will be determined from the records maintained by the Association.

#### 2.2. Voting Rights.

The Association has two classes of voting Members:

Class A Members include all Owners of Lots other than Declarant, and each Class A Member is entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote.

The Class B Member is Declarant, its successors, and its assigns. The Class B Member has three votes for each Lot owned; however, Class B membership

will cease on the Termination Date, as defined below. After termination of Class B membership, each Owner (including Declarant) will be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote, and the total number of votes will equal the total number of Lots annexed to the Property and subjected to these Bylaws.

**2.3. Majority of Owners.**

As used in these Bylaws, the term “majority” means those Owners holding over 50 percent of the voting rights allocated to the Owners. “Majority of Owners present” means Owners holding over 50 percent of the votes present at any legal meeting.

**2.4. Quorum.**

In accordance with ORS 94.655, the presence in person or by proxy of Owners holding 20 percent or more of the outstanding votes in the Association, will constitute a quorum.

**2.5. Voting.**

Owners may cast votes in person, by written ballot, by proxy, or—if allowed by the Board of Directors—by electronic ballot in accordance with ORS 94.661. Proxies must be filed with the Secretary of the Association before or during the appointed meeting. A proxy will expire one year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set forth in the notice calling the meeting.

**2.6. Authority to Vote.**

All Owners, including those who have leased their Lot to a third party, will be entitled to vote. An Owner’s right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the Lot will be deemed the Owner thereof, unless otherwise provided in the contract.

**2.7. Fiduciaries and Joint Owners.**

An executor, administrator, guardian, or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held by the person in such capacity, whether or not the Lot has been transferred to the person’s name, as long as the person has satisfied the Secretary (in the Secretary’s reasonable discretion) that the person is the executor, administrator, guardian, or trustee holding the Lot in such capacity. Whenever any Lot is owned by two or more persons jointly according to the records of the Association, the vote of the Lot may be exercised by any one of

the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner will be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Lot will be disregarded for all purposes, except for determining whether a quorum is present.

### ARTICLE 3

#### 3. Administration

##### 3.1. Membership.

The Owners constitute the Members of the Association.

##### 3.2. Place of Meetings.

Formal meetings of the Association must be held at suitable places reasonably convenient to the Owners, as may be designated by the Board of Directors.

##### 3.3. Turnover Meeting.

Declarant must call a meeting (which will be the initial meeting) for the purpose of turning over administrative control of the Association from Declarant to the Members within 90 days after of the earliest of the following dates (the "Termination Date"):

3.3.1. The date on which 75 percent of the Lots have been sold and conveyed to Owners other than Declarant; or

3.3.2. Earliest Date. The date on which Declarant delivers written notice to the Association of termination of Class B membership.

Declarant must give notice of the Turnover Meeting to each Owner as provided in these Bylaws. If Declarant does not call the meeting as required under this Section 3.3, any Owner may do so.

At the Turnover Meeting, Declarant must relinquish control of the administration of the Association and the Owners must assume such control and must elect the Board in accordance with the provisions of Article 4 of these Bylaws. Additionally, Declarant must deliver to the Association all business and financial records, together with all Association bank accounts,

funds, and other assets as required by ORS 94.616. The Turnover Meeting may not be conducted by written ballot.

**3.4. Annual Meetings.**

The Association shall have an annual meeting on a date determined by the Board of Directors. At the meeting, the Owners must elect board members to replace those Directors whose terms have expired. The Owners may also transact any other Association business. In the event quorum is not achieved, the current Directors of the Association shall remain on the Board until resignation, removal or a subsequent election.

**3.5. Special Meetings.**

The President must call a special meeting of the Owners if so directed by a resolution of the Board or a petition, presented to the Secretary and signed by 30 percent or more of the Owners. All meetings called because of petition of Owners must be held at a formal gathering, and not by written ballot, within 60 days after the Secretary's receipt of the petition. The notice of any special meeting must state the time and place of the meeting and the purpose thereof. No business other than that stated in the notice may be transacted at a special meeting.

**3.6. Notice of Meetings.**

The Secretary must mail a notice of each annual and special meeting, stating the purpose thereof and the time and place where the meeting is to be held, to each Owner of record at least 10 but not more than 50 days before the meeting or the date on which ballots for a ballot meeting are required to be returned. The Board of Directors may propose that the Owners take an action by written ballot without a meeting or by electronic ballot as provided by ORS 94.661, according to the provisions of the PCA and the Oregon Nonprofit Corporation Act. The notice must be mailed to the Owner's address last given to the Secretary in writing by the Owner or the Owner's vendee. If Lot ownership is split or the Lot has been sold on a contract, notice will be sent to a single address, of which the Secretary has been notified in writing by the parties. If no address has been given to the Secretary in writing, then mailing to the Lot will be sufficient. The mailing of a notice in the manner provided in this Section 3.7 will be considered notice served.

**3.7. Adjourned Meetings.**

As permitted by ORS 65.214, if any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in

person or by proxy, may adjourn the meeting and recall to a time not less than 48 hours nor more than 10 days from the time of the original meeting.

**3.8. Written Ballot in Lieu of a Meeting.**

Any action that may be taken at any annual or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to each Owner entitled to vote on the matter as provided in ORS 94.647 or delivers an electronic ballot to each Owner entitled to vote on the matter as provided in ORS 94.661.

**ARTICLE 4**

**4. Board of Directors**

**4.1. Number and Qualifications.**

The Board will be composed of three persons, all of whom must be an Owner or a co-owner of a Lot; however, if a Lot is owned by more than one owner, only one owner of that Lot may serve on the Board of Directors at any one time. An officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot.

**4.2. Powers and Duties.**

The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or by these Bylaws directed to be done by the Owners.

**4.3. Other Duties.**

In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board has authority to carry out and be responsible for the following matters:

**4.3.1. Upkeep of Common Areas.** Maintenance, repair and replacement of landscaping, planted areas or other improvements for which the Association is obligated under the Declaration.

**4.3.2. Reserves.** In accordance with ORS Chapter 94, the establishment and maintenance of replacement Reserve Accounts that the Board deems prudent for replacement or repair of the Common Areas.

- 4.3.3. **Assessment Collection.** Designation and collection of assessments from the Owners, in accordance with these Bylaws and the Declaration.
- 4.3.4. **Budget.** Establishment and adoption of an annual budget, in accordance with ORS 94.645, and payment of all common expenses of the Association.
- 4.3.5. **Insurance.** Procurement and maintenance of insurance policies and payment of premiums therefor out of the common expense funds.
- 4.3.6. **Rules and Regulations.** Adoption and amendment of administrative Rules and Regulations governing the details of operation and use of the Common Areas and administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration, or any Rules or Regulations promulgated thereunder.
- 4.3.7. **Copies of Documents; Bank Accounts.** Causing the Association to comply with ORS 94.670 relating to maintenance within the state of Oregon of documents delivered to the Association by Declarant, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association from the Association's bank accounts, maintenance and distribution of financial statements, and maintenance of copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association Rules and Regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Furthermore, the Board of Directors must cause to be maintained and kept current the information required to enable the Association to comply with ORS 94.670.
- 4.3.8. **Tax Returns.** Causing the Association to file the necessary tax returns of the Association.
- 4.3.9. **Mailing Address.** Establishing and maintaining a current mailing address for the Association.
- 4.3.10. **Professional Services.** Employment of legal, accounting, and other personnel or consultants for reasonable compensation to perform such services as may be required for the proper administration of the Association, and preparing and filing the required income tax returns or forms.

**4.4. Election and Term of Office.**

Directors shall serve staggered terms. Two Directors shall serve 2 year terms. One Director shall serve a 1 year term. The candidates who receive the highest number of votes shall serve the 2 year terms.

**4.5. Vacancies.**

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Owners will be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. The existing Board members must use their best efforts to fill any vacancies in a timely manner. Each person so elected will be a Director until a successor is elected upon expiration of the term.

**4.6. Removal of Directors.**

At any legal annual or special meeting (not including actions proposed to be taken by written ballot without a meeting), any one or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners in attendance, and a successor may be then and there elected to fill the vacancy thus created; however, the notice of meeting must specifically indicate that the removal of one or more named Directors is an agenda item for the meeting. Any Director whose removal has been proposed by the Owners must be given an opportunity to be heard at the meeting.

**4.7. Regular Board Meetings.**

Regular meetings of the Board may be held at such time and place as determined by a majority of the Directors. To the extent authorized under ORS Chapter 94, directors may attend meetings via telephone or similar means. Any director who is present at a meeting of the Board of Directors at which action is taken on any Association matter is presumed to have assented to the action unless the Director votes against the action or abstains from voting on the action because the Director claims a conflict of interest.

**4.8. Special Meetings.**

Special meetings of the Board may be called by the President or Secretary or on the written request of at least two Directors. Special meetings of the Board may be called on at least three days' notice to each Director, given personally or by mail, telephone, e-mail, or facsimile, which notice must state the time, place (as hereinabove provided), and purpose of the meeting.



#### **4.9. Board of Directors Quorum.**

At all meetings of the Board, two Directors shall constitute a quorum for the transaction of business, and the acts of at least two Directors will be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. No Director may grant a proxy or otherwise delegate their duties as a Board member.

#### **4.10. Open Meetings.**

In accordance with ORS 94.640, except for executive sessions, all meetings of the Board will be open to any and all Members of the Association; however, no Association Member will have a right to participate in the Board's meetings unless the Member is also a member of the Board. The President will have authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board.

**4.10.1. Executive Session.** At the discretion of the Board, the following matters may be considered in executive sessions: (a) consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters; (b) personnel matters, including salary negotiations and employee discipline; (c) negotiations of contracts with third parties; (d) collection of assessments; and (e) any other matters permitted by the PCA. Except in the case of an emergency, the Board must vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board must state the general nature of the action to be considered, as precisely as possible, and when and under what circumstances the deliberations can 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.

#### **4.11. Notice of Board Meetings.**

For other than emergency meetings, notice of Board meetings must be provided to each Owner at least three days before the meeting.

**4.12. Compensation of Directors.**

No Director may be compensated in any manner, except for reasonable out-of-pocket expenses.

**ARTICLE 5**

**5. Officers**

**5.1. Designation.**

The principal officers of the Association will be a President, a Secretary, and a Treasurer, all of whom must be elected by the Directors and who must be Owners.

**5.2. Election of Officers.**

The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter, and will hold office at the pleasure of the Board.

**5.3. Removal of Officers.**

Upon an affirmative vote of at least two Directors, any officer may be removed, either with or without cause, and the officer's successor may be elected at any regular or special meeting of the Board.

**5.4. President.**

The President is the chief executive officer of the Association and will preside at all meetings of the Association and of the Board. The President has all of the general powers and duties that are usually vested in the office of president of an association. The duties and obligations of the President may be defined by a resolution of a majority of the Board of Directors. The President may not also serve as Treasurer or Secretary.

**5.5. Secretary.**

The Secretary, who must not also be the Treasurer, must keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and will have charge of such books and papers as the Board may direct. The Secretary will, in general, perform all the duties incident of the office of secretary.

**5.6. Treasurer.**

The Treasurer, who must not also be the Secretary, has responsibility for Association funds and securities not otherwise held by the managing agent and is responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

**5.7. Directors as Officers.**

Any Director may be an officer of the Association.

**5.8. Compensation.**

No officers may receive any compensation other than reimbursement of reasonable out-of-pocket expenses.

**ARTICLE 6**

**6. Obligations of Owners**

**6.1. Assessments.**

All Owners must pay assessments, fines and penalties imposed by the Association to meet all the Association's general common expenses, as more particularly set forth in the Declaration. Assessments will be payable on a periodic basis, not more frequently than monthly, as determined by the Board.

**6.2. Default.**

Failure by an Owner to pay any assessment of the Association is a default by the Owner under these Bylaws and the Declaration. The Association will be entitled to the remedies set forth in the Declaration.

**6.3. Maintenance and Repair**

- 6.3.1. Lots.** Except as otherwise specifically provided in the Declaration and these Bylaws, every Owner must promptly perform all maintenance and repair work to the Owner's Lot and the exterior of the improvements thereon and keep the same in good repair and sanitary and neat condition.

**6.4. Mailing Address.**

Each Owner is responsible to provide and update the Association of their current mailing address.

**ARTICLE 7**

**7. Use and Occupancy**

**7.1. Additional Rules.**

In addition to the rules set forth in the Declaration, the Board may promulgate and amend, from time to time, Rules and Regulations concerning other use of the Property and must furnish copies of the Rules and Regulations to any Owner or Occupant requesting such copies. Owners may rescind Rules and Regulations by an affirmative vote of 30% of all votes allocated to the membership.

**7.2. Enforcement.**

The Association, through its Board of Directors, has the power to enforce the provisions in these Bylaws and in the Declaration. Owners, by private right of action, have the right to bring actions or suits regarding covenants and restrictions against other Owners.

**7.3. Fines.**

The Board of Directors may, after giving the Owner written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association, as long as fines levied are based on a schedule previously adopted by Board resolution that is mailed to the mailing address of each Lot or mailed to the mailing address designated in writing by the Owner(s).

**ARTICLE 8**

**8. Insurance**

**8.1. General.**

The Board may maintain any necessary insurance policies required by law or the Declaration or deemed necessary or prudent by the Board, including

liability insurance, directors and officers liability insurance, fidelity coverage or property insurance for any improvements which the Association is obligated to maintain, repair or replace.

**8.2. Owner Insurance.**

The Association will have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance. Owners and Occupants must procure all other insurance coverage that they deem necessary or prudent for their protection.

**ARTICLE 9**

**9. Records**

**9.1. General Records.**

The Board and the managing agent or manager, if any, must preserve and maintain minutes of the meetings of the Association, the Board, and any Board committees as required by ORS 94.670. The Board must maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board, and the Association's financial records must be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

**9.2. Assessment Roll.**

The Board and the managing agent or manager, if any, must maintain the assessment roll in a set of accounting books in which there must be an account for each Lot. Each account must designate the name and address of the Owner or Owners, the amount of each assessment against the Owner, the dates on which and the amounts in which the assessment comes due, the amounts paid on the account, and the balance due on the assessments.

## ARTICLE 10

### 10. Compliance with ORS 94; Conflicts

- 10.1. These Bylaws are intended to comply with the provisions of the PCA. In case of any conflict among the provisions of the PCA, the Articles, the Declaration, or these Bylaws, the provisions of the PCA will control over those of the Articles and Declaration, and the provisions of the Declaration will control over those of the Articles and these Bylaws.

## ARTICLE 11

### 11. Indemnification of Directors and Officers

- 11.1. The Association must indemnify any current or previous Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. Indemnification will be made regardless of whether the action is civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding.

## ARTICLE 12

### 12. Assessment Collection

- 12.1. An Owner must pay reasonable fees and costs (including, but not limited to, attorneys' fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from the Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines, and interest imposed by the Board, in

addition to amounts owed toward operating expenses and the funding of reserves.

### **ARTICLE 13**

#### **13. Litigation.**

- 13.1. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due under or for the enforcement of any provisions of the Declaration, the Articles, or these Bylaws, the Owner or Owners, jointly and severally, must pay, in addition to all other obligations, the costs of the suit or action, including actual administrative expenses incurred by the Association because of the matter or act that is the subject of the suit, reasonable attorneys' fees to be fixed by the trial court, and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by the appellate court.

### **ARTICLE 14**

#### **14. Miscellaneous**

##### **14.1. Notices.**

All notices to the Association or to the Board must be sent in 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 hereafter may designate from time to time. All notices to any Owner must be sent to such address as may have been designated by the Owner from time to time, in writing, to the Board, or if no address has been designated, then to the Owner's Lot.

##### **14.2. Electronic Notice.**

In the discretion of the Board of Directors, any notice, information, or other written material required to be given to an Owner or Director may be given by electronic mail, facsimile, or other form of electronic communication acceptable to the Board of Directors. Notwithstanding the foregoing sentence, electronic communication may not be used to give notice of (a) failure to pay an assessment; (b) foreclosure of an association lien; (c) an action the Association may take against an Owner; or (d) an offer to use the dispute

resolution program. An Owner or Director may decline to receive notice by electronic communication and may direct the Board of Directors to provide notice as required elsewhere in these Bylaws, the Declaration, or ORS Chapter 94.

**14.3. Waiver.**

No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation, or provision was not enforced.

**14.4. Invalidity; Number; Captions.**

The invalidity of any part of these Bylaws will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**ARTICLE 15**

**15. Adoption and Amendment**

15.1. These Bylaws may be amended by the affirmative vote of at least 51% of the total voting rights of the Association.

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Hank Elliott

Declarant : Coppermill Development, LLC

By: Hank Elliott

Its: Managing Member

STATE OF OREGON	)	
	)	ss.
County of Deschutes	)	

This instrument was acknowledged before me on Dec 18th, 2018, by Hank Elliott, as managing member and on behalf of Coppermill Development, LLC.

/s/ Pamela K Massey

Notary Public for Oregon

My commission expires: May 25th 2019

