

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-03991



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
REND, OR 97709

**BYLAWS
OF
HAYDEN SQUARE OWNER ASSOCIATION, INC.**

ARTICLE 1. NAME

The name of this association shall be "Hayden Square Owner Association, Inc." ("the Association").

ARTICLE 2. OBJECT

Section 2.1 Purpose.

The object of the Association shall be those actions required to protect and enhance all properties lying within the boundaries of "Hayden Square", as filed and recorded on Aug. 7, 2002 in Drawer F, Pages 229-230, Deschutes County, Oregon Subdivision Plat Records. ("Hayden Square").

Section 2.2 Applicability.

All present or future Owners, tenants, occupants, or their employees, or any other person that might use the facilities of Hayden Square, in any manner, are subject to the regulations set forth in these Bylaws.

Section 2.3 Definitions.

The terms in these Bylaws shall have the same meaning as set forth in Article 1 of the Declaration of Covenants, Conditions and Restrictions ("CCRs").

ARTICLE 3. MEMBERSHIP

Section 3.1 Membership in the Association.

Membership in the Association shall be by ownership, either by deed or purchase under a contract of sale, of one or more Lots. All Owners shall automatically be Members of the Association and shall remain a Member of the Association until such time as the Member's ownership ceases.

Section 3.2 Voting Rights.

The Association shall have two (2) classes of voting Members:

3.2.1 Class A. Class A Members shall be all Owners of Lots other than the Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned by Member with respect to all matters upon which Owners are entitled to vote.

3.2.2 Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall have three (3) votes for each Lot owned; provided, however, that all Class B memberships cease upon the conveyance by Declarant of Lots representing seventy five percent (75%) of the total number of votes ("Termination Date"). Thereafter, each Owner (including, without limitation, the Declarant) shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots annexed to the Property and subject to these Bylaws.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date, and thereafter, shall be equal to the total number of Lots annexed to the Property and subject to these Bylaws as of the Termination Date.

Section 3.3 Majority of Owners.

As used in these Bylaws, the term "Majority" shall mean those Owners holding over fifty percent (50%) of the voting rights allocated to the Owners in accordance with the CCRs and these Bylaws. "Majority of Owners present" shall mean Owners holding over fifty percent (50%) of the votes present at any legal meeting.

Section 3.4 Quorum.

Except as otherwise provided in these Bylaws, the presence, in person, by absentee ballot or by proxy, of Owners holding fifteen percent (15%) or more of the outstanding votes in the Association, as defined in these Bylaws, shall constitute a quorum. A legal meeting is one duly called pursuant to these Bylaws where a quorum is present, in person or by proxy, at a formal gathering, or if a vote is taken by written ballots, when ballots are returned representing more than forty percent (40%) of the votes. Unless otherwise stated in these Bylaws, the act of a Majority of Owners present shall be the act of the Members.

Section 3.5 Written Ballot.

Any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Association Member that is entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity for or against each proposed action. Matters proposed in the written ballot shall be deemed approved or rejected as provided by the Oregon Planned Community Act.

Section 3.5 Place of Meetings.

Meetings of the Association shall be held at the Association's principal office or such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 3.6 Turnover Meeting.

Declarant shall call a meeting for the purpose of turning over administrative control of the Association from Declarant to the Class A Members within sixty (60) days of which eighty (80) percent of the lots are comprised of Class A Members.

At the Turnover Meeting, Declarant shall relinquish control of the administration of the Association and the Owners shall assume such control and elect a Board of Directors in accordance with the provisions of these Bylaws. Additionally, Declarant shall deliver to the Association those items specified in the Oregon Planned Community Act to be turned over by Declarant at the Turnover Meeting.

Section 3.7 Transitional Advisory Committee.

Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from Declarant to the Class A Members within sixty (60) days of which fifty (50) percent of the lots are comprised of Class A Members. The function of the Transitional Committee shall be to facilitate transition from control of the administration of the Association by Declarant to control by the Owners. Declarant shall give notice of the meeting stating the purpose, time and place of the meeting. If the Owners, other than Declarant, do not select Members for the Committee under this Section, Declarant shall have no further responsibility to form the Committee.

Section 3.8 Annual Meetings.

The Annual Meeting of the Association shall be held as directed by the Board of Directors, but in no event less than annually. At such meeting, new Members of the Board of Directors shall be elected in accordance with these Bylaws. The Owners may transact such other business of the Association as may properly come before them.

Section 3.9 Special Meetings.

Special Meetings may be called by the President of the Association, a Resolution of the Board of Directors upon a Petition signed by twenty-five percent (25%) or more of the Directors, or by Petition signed by twenty percent (20%) or more of the Owners.

Section 3.10 Notice of Meetings.

It shall be the duty of the Secretary of the Association to mail a notice of each annual, special or meeting by ballot, stating the purpose, time and place of the meeting. Notice shall be mailed at least seven (7) days but not more than fifty (50) days prior to such meeting. The notice shall be mailed to the Owner's address last given the Secretary in writing by the Owner. If Lot ownership is split or the Lot has been sold on contract, notice shall be sent to a single address of which the Secretary has been notified in writing by such parties.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification.

The affairs of the Association shall be governed by a Board of Directors composed of three (3) to five (5) persons, all of whom must be an Owner or Co-Owner of a Lot. Board Members shall be the Officers of the corporation and at large Members as elected by the Owners.

Section 4.2 Powers and Duties.

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 these Bylaws directed to be exercised and done by the Owners.

Section 4.3 Other Duties.

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

- 4.3.1 Care, upkeep and supervision of the Common Property.
- 4.3.2 Establishment and maintenance of replacement reserve accounts and other reserve and annually conducting a reserve study for review and update an existing study of the Common Property components to determine the reserve account requirements..
- 4.3.3 Designation and collection of monthly assessments from the Owners.
- 4.3.4 Establishment of a budget and payment of all common expenses of the Association.
- 4.3.5 Reviewing and maintaining insurance policies in respect to the Common Property.
- 4.3.6 Designation and dismissal of personnel necessary for the maintenance and operation of the Common Property.
- 4.3.7 Preparing and distributing annual financial statements of the Association to each Owner.
- 4.3.8 Adoption and amendment of administrative rules and regulations governing the details of operation and use of the Common Property; provided, however, any such Rules or Regulations remain subject to rescission or amendment by the Association upon Majority vote of Owners present at any properly called meeting.
- 4.3.9 Causing the Association to comply with the Oregon Planned Community Act relating to maintenance and distribution of financial statements and maintaining copies suitable for duplication of the following: CCRs, Bylaws, Association Rules and Regulations and any

amendments, most recent annual financial statement, and the current operating budget of the Association.

Section 4.4 Income Tax Returns; Determination of Fiscal Year.

The Board of Directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and shall select any and all persons to prepare and file such returns.

Section 4.5 Budgets and Financial Statements.

4.5.1 The following financial and related information shall be annually prepared and distributed by the Board of Directors to all Members of the Association:

4.5.1.1 A budget for the immediately ensuing fiscal year consisting of at least the following information shall be distributed.

4.5.1.1.1 Estimated revenue and expenses.

4.5.1.1.2 The amount of the total cash reserves of the Association currently available.

4.5.1.1.3 An estimate of the current replacement costs of, the estimated remaining life of, and the methods of funding used to defray the future repair, replacement or additions to, those major components of the Common Property and facilities which the Association is obligated to maintain.

4.5.1.2 A balance sheet.

4.5.1.3 A report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year.

4.5.1.3.1 A balance sheet as of the end of the fiscal year.

4.5.1.3.2 An operating (income) statement for the fiscal year.

4.5.2 In lieu of the distribution of the operating budget required above, the Board of Directors may elect to distribute a summary of the budget items to all Members

4.5.3 If the Board of Directors fails to adopt a budget, the last adopted annual budget shall continue in effect.

Section 4.6 Interim Board and Officers.

The Declarant reserves administrative control of the Association for a period not to exceed that allowed by the Oregon Planned Community Act. The Declarant, in his sole discretion, shall have

the right to appoint and remove Members of an Interim Board of Directors and interim Officers. Notwithstanding the provisions of this Section, at the Turnover Meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all other Directors.

Section 4.7 Election and Term of Office.

At the Turnover Meeting of the Association, the term of office of Directors shall be staggered so that approximately one-half of the Directors term will expire in one (1) year and the remaining half will expire in two (2) years. A Director's term shall be two (2) years. Should more Directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the Turnover Meeting, upon agreement by vote of the Owners, the Board of Directors may be elected by a single ballot with each Owner permitted to vote for the number of openings in that year. In such event, the two (2) nominees receiving the highest number of votes shall be the two (2) year Directors and the three (3) nominees receiving the next highest number of votes shall be the one (1) year Directors. The Association may increase or decrease the number of Directors and length of terms for which each is elected upon amendment of this Section.

Section 4.8 Vacancies.

Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall 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; and each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

Section 4.9 Removal of Directors.

At any legal Annual or Special Meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by Majority vote of the Owners and a successor may be then and there elected to fill the vacancy created; provided, however, the notice of meeting specifically indicates that the removal of one or more named Directors is an agenda item for such meeting: Any Director whose removal has been by the Owners shall be given an opportunity to be heard at the meeting.

Section 4.10 Regular Meetings.

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 may be called by the President of the Association on three (3) days' notice to each Director, given personally, by mail, telephone, fax or e-mail, which notice shall state the time, place and purpose of the meeting.

Section 4.11 Special Meetings.

Special Meetings of the Board of Directors may be called by the President or Secretary of the Association or on the written request of at least three (3) Directors. Special Meetings of the Board of Directors may be called on three (3) days' notice to each Director given personally, by mail, telephone, fax or e-mail, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice to Directors.

Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum.

At all meetings of the Board of Directors, a Majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the Majority of the Directors shall be the acts of the Board of Directors. If at any meeting of the Board of directors there is less than a quorum present, the Majority of those present may adjourn the meeting from time-to-time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Board of Directors Meetings Open to All Association Members.

All meetings of the Board of Directors shall be open to any and all Members of the Association, except that at the discretion of the Board of Directors the following matters may be considered an executive session:

4.14.1 Consultation with legal counsel concerning the rights and duties of the association regarding existing or potential litigation, or criminal matters;

4.14.2 Personnel matters including salary negotiations and employee discipline;
and

4.14.3 Negotiation of contracts with third parties.

No Association Member shall have a right to participate in the Board of Directors meetings unless such Member is also a Member of the Board of Directors. The President of the Association shall have the authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board of Directors.

Section 4.15 Notice to Association Members of Board of Directors.

For other than an emergency meeting, notice of Board of Directors meetings shall be posted at a place on the Common Property at least three (3) days prior to the meeting or notice shall otherwise be provided to each Member of the Association reasonably calculated to inform all Members of such meeting. The posting of such notice shall be at a reasonable location which has been generally publicized to the Owners.

Section 4.16 Telephonic Meetings.

In the event of an emergency, Telephonic Meetings may be held by the Board of Directors. Such Telephonic Meetings shall be carried on by means of a "conference call" in which each Director may speak with any of the other Directors. The Directors shall keep telephone numbers on file with the President of the Association to be used for Telephonic Meetings. No notice to either Directors or Association Members shall be required for a Telephonic Meeting of the Board of Directors to be held for any emergency action; provided, however, no such Telephonic Meeting shall occur unless at least seventy-five percent (75%) of the Board of Directors participate in the same and after an attempt has been made to call each Director at the telephone number maintained on file with the Board of Directors for such purpose.

Section 4.17 Compensation of Directors.

No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the Owners.

ARTICLE 5. OFFICERS . . .

Section 5.1 Designation.

The principal Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Directors.

Section 5.2 Election of Officers.

The Officers of the Association may be elected by the Board of Directors, and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers.

Upon an affirmative vote of a Majority of the Members of the Board of Directors, any Officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the Board of Directors.

Section 5.4 President.

The President shall be the chief executive Officer of the Association. The President shall preside at all meetings of the Association and Board of Directors. The President shall 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 he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5.5 Vice-President.

The Vice-President shall act in the stead of the President if the President is unable or fails to act.

Section 5.6 Secretary.

The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident of the office of the Secretary.

Section 5.7 Treasurer.

The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be 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 of Directors.

Section 5.8 Directors as Officers.

Any Director may be an Officer of the Association.

ARTICLE 6. OBLIGATIONS OF THE OWNERS.

Section 6.1 Assessments.

All Owners are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses more particularly, but not limited to, those set forth in the CCRs. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board of Directors.

Section 6.2 Special Assessments.

Special assessments or charges may be levied for extraordinary costs (whether incurred for enforcing a violation of the CCRs or for the collective benefit of the Owners), fines, reimbursement of fees and expenses (including attorney fees), with interest, incurred in enforcing the CCRs. Any other Special Assessments shall be levied only upon the affirmative vote of the Owners of two-thirds (66.7%) of the Lots.

Section 6.3 Default.

Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of his or her obligations pursuant to these Bylaws, the CCRs and the Oregon Planned Community Act. In addition to the interest rate of twelve percent (12%) charged on delinquent assessments, the Board of Directors, at its option, may impose a late charge penalty in respect to any monthly assessment not paid within ten (10) days from the monthly assessment. The Association shall be entitled to a lien which may be enforced upon compliance with the provisions of the Oregon Planned Community Act and the CCRs. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his or her Lot or shall be entitled to the appointment of a receiver. Any default by the Owner under any provisions of these Bylaws or the Oregon Planned Community Act shall be deemed to be a default by the Owner of any mortgage to which the Owner is a party or to which the Lot is subject.

ARTICLE 7. USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

Failure by an Owner (his family, invitees or lessees) to comply with the rules of conduct and restrictions set forth in the CCRs, these Bylaws or others promulgated by the Board of Directors shall be cause, for which the Board of Directors may deny or restrict such Owner's right to use any common facility with respect to which such Owner otherwise had a right of use. In addition to the restrictions and rules of conduct set forth in the CCRs, the following shall apply:

Section 7.1 Use of the Common Property.

No Owner shall place or cause to be placed on any portion of the Common Property any trash, structure, equipment, improvement, furniture, package or object of any kind. Such areas shall be used for no purpose other than what is normal.

Section 7.2 Domestic Animals.

No poultry, fowl, livestock, horses or other animals shall be kept on any Lot, except the Owner of each Lot may keep not more than two (2) pets, only dogs or cats, per dwelling unit which shall be confined to enclosed areas on such Owner's Lot or shall be kept on a leash in the pet owner's presence. Owners of pets shall abide by all applicable leash laws and sanitary regulations. Dogs and cats shall not be kept, bred or raised for commercial purposes. The Board of Directors shall have the right to require any Owner to remove any pet that is a nuisance or that interferes with the right to quiet enjoyment by the Owner and occupants of Living Units. Any dispute arising out of this Section shall be decided by a Majority of the Board of Directors. Any decision of the Board on this matter shall be binding upon the Member or Members affected. This Section regarding poultry, fowl, livestock, horses or other animals shall not apply to Common Property.

Section 7.3 Nuisances.

No nuisances will be allowed upon the Property, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Property by its Owners. All parts of any Lot and Living Unit shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. All such garbage and trash shall be placed inside disposal containers. No Owner will permit any use of his or her Lot or make any use of the Common Property that will increase the cost of insurance upon the Common Property.

Section 7.4 Improper, Offensive or Unlawful Use.

No improper, offensive or unlawful use will be made of the Property nor any part of it; all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction will be observed.

Section 7.5 Trash Collection and Storage.

No trash or unsightly material shall be dumped or stored upon any Lot or any of the Common Property. All trash and trash cans shall be concealed in a garage or behind such structures as may properly be built pursuant to the CCRs and may be left outdoors only for the period reasonably required for collection and removal.

Section 7.6 Vehicle Restrictions.

No recreational vehicles, campers, trailers, boats, boat trailers, vehicles in disrepair or similar objects shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage.

Section 7.7 Use of Common Facilities.

All Common Property is provided for the use of the Owners and their guests. Rules and regulations may be adopted by the Board of Directors, setting out the hours the various facilities will be available for use, and the conditions of use. Compliance with such rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.

Section 7.8 Additional Rules.

Rules and regulations concerning other use of the Property may be made and amended from time to time by the Board of Directors. Copies of such rules and regulations will be furnished to all Owners and residents of the Project, upon request.

ARTICLE 8. INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts referred by Oregon Planned Community Act or as determined by the Board of Directors from time to time.

ARTICLE 9. AMENDMENT

These Bylaws may be amended prior to the Turnover Meeting by the Declarant or after the Turnover Meeting by an instrument approved by at least a Majority of the Owners. Any amendment must be executed, recorded and certified as provided by law; provided, however, no amendment of the Bylaws may effect an amendment of the CCRs or the Articles of Incorporation without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act.

ARTICLE 10. COMPLIANCE

These Bylaws are intended to comply with the provisions of the Oregon Planned Community Act. In case any of the provisions conflict with the provisions of said statutes, the statutory provisions shall apply. In case of any conflict between the provisions and the CCRs, the provisions of the CCRs shall apply.

ARTICLE 11. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

The Association shall indemnify any 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,

whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that he or she 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 attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, Officer, employee or agent shall have a right of contribution over and against all other Directors, Officers, employees or agents and Members of the Association who participated with or benefited from the acts which created said liability.

ARTICLE 12. ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

Owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect any delinquent unpaid assessments. In addition to the monthly assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed pursuant to Oregon law. In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the CCRs, Bylaws or the Oregon Planned Community Act, the Owner or Owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

ARTICLE 13. MISCELLANEOUS

Section 13.1 Notices.

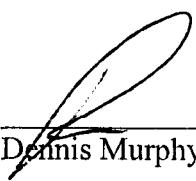
All notices to any Owner shall be sent to such address as may have been designated by him or her from time-to-time, in writing, to the Board of Directors, or if no address has been designated, then to the Owner's Lot.

Section 13.2 Waiver.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have abrogated or been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

It is hereby certified that these Bylaws have been adopted by Hayden Enterprises, Inc., Successors of Interest of Declarant.

DATED this 17 day of January, 2003.


Dennis Murphy, President

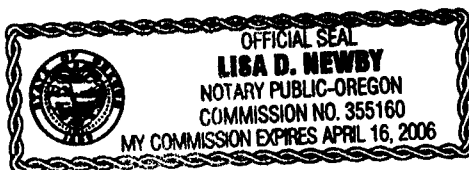
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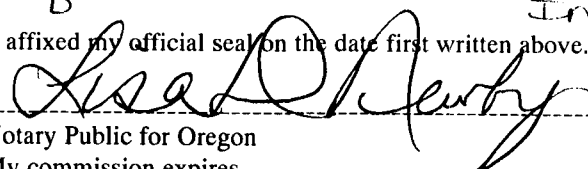
County of DESCHUTES

} ss.

On 1/17/03, before me personally appeared Dennis Murphy
AS PRESIDENT OF HAYDEN ENTERPRISES, INC.; authorized &
whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was
executed freely and voluntarily agent for Hayden Square Owner Association, Inc

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.




Notary Public for Oregon
My commission expires _____