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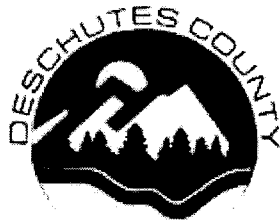
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# Deschutes County Clerk

## Certificate Page



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## **AMENDED AND RESTATED BYLAWS**

MOUNTAIN HIGH HOA, formerly known as MOUNTAIN HIGH HOMEOWNERS  
ASSOCIATION

Bend, Oregon

Effective: November 15, 2007

These Amended and Restated Bylaws of Mountain High HOA, formerly known as Mountain High Homeowners Association, supersede all previous Bylaws and supersede and replace in their entirety those Restated Bylaws of Mountain High Homeowners Association dated October 19, 2004 and recorded October 25, 2004 in the Deschutes County records as Document No. 2004-63814; and Amendment to the Bylaws of the Mountain High Homeowners Association dated January 30, 2006 and recorded in the Deschutes County records as Document 2006-07231.

### **ARTICLE I**

#### **NAME AND LOCATION OF ASSOCIATION**

The name of this Association is the Mountain High HOA. The principal office is Diversified Bookkeeping Services, 335 NE Lafayette, PO Box 284, Bend, OR. 97709 or at such place as may be determined by the Board of Directors.

### **ARTICLE II**

#### **DEFINITIONS**

All terms defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Mountain High HOA, formerly known as Mountain High Homeowners Association are incorporated herein

### **ARTICLE III**

#### **MEMBERSHIP AND MEETINGS**

##### **Section 1. Membership:**

Members of the Association shall all be lot owners in those villages of Mountain High that are subject to the governing documents of the Mountain High HOA, formerly known as Mountain High Homeowners Association. There shall be no other qualification for membership. Membership shall terminate upon the transfer of a fee simple title to a lot or upon the contractual sale by an existing lot owner to a new owner. Each Member shall, upon request, file a copy of a deed with the Association showing the current ownership of any property subject to the Association's (CC&R's).

##### **Section 2. Location of Membership Meetings:**

Meetings of the members shall be held at such place as may be designated by the Board of Directors. All meetings of the general membership shall be conducted under Robert's Rules of Order unless the Board of Directors establishes different rules, in which event they shall be described in the notice of the meeting.

##### **Section 3. Annual Meetings:**

The Association shall hold at least one meeting of the members each calendar year, or more often, as may be determined by the Board of Directors. The Annual Meeting of the members shall be held as may be determined by the Board of Directors. At the Annual Meeting owners may transact such business as may properly come before them.

**Section 4. Special Meetings:**

Special meetings of the members may be called at any time by the President, or by a majority of the Board, or upon written request of not less than ten percent (10 %) of the members who are entitled to vote. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

**Section 5. Notice of Meetings:**

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy or by hand-delivering a copy of the Notice, not less than ten (10) or more than fifty (50) days before such meeting to each member entitled to vote. Mailed Notice shall be addressed to the member's address last appearing in the books of the Association or as supplied by such member of the Association. The notice shall specify the place, date, hour, and items on the agenda including the general nature of any proposed amendment to the CC&R's or Bylaws, any budget changes or any proposal to remove an officer or director. If a vote is to be conducted entirely by mail, the materials mailed to owners shall include a copy of any proposed amendments to the CC&R's or Bylaws. At the option of the Board of Directors, notices may be given electronically or by any other means authorized by the Oregon Planned Community Act.

**Section 6. Quorum:**

Except as otherwise provided herein, the presence either in person or by proxy of at least twenty percent (20%) of the members entitled to vote shall constitute a quorum for the transaction of business at all meetings. When a quorum is present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. If any meetings of members cannot be organized because of a lack of a quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**Section 7. Proxies:**

At all meetings of members, each member may vote in person or by proxy. All proxies shall be dated, shall be in writing, and shall be filed with the Association's secretary. Every proxy shall be revocable and shall automatically terminate upon conveyance by the member of his lot, or by the presence of the member at the meeting at which the vote is to be taken. A proxy shall terminate one (1) year after its date unless the proxy specifies a shorter term.

**Section 8. Voting:**

8.1 All members shall have one vote for each lot owned. With respect to the election of directors and/or any amendment to the Covenants, Conditions and Restrictions, balloting may be by mail. Any amendment of the Bylaws shall require a majority of the votes cast. Balloting may be by mail or be conducted at a Regular, Special or Annual Meeting of the Association as set forth in Article XI, Section 1 of the Bylaws. At the option of the Board of Directors, members may cast their ballot electronically or by any other means authorized by the Oregon Planned Community Act.

Proxy voting except in elections for Directors as specified in Article IV, Section 5, shall be permitted in accordance with applicable sections of the Oregon Planned Communities Act. When more than one person or entity owns a lot, the vote for such lot may be cast as the owners shall determine, but fractional voting is not allowed. Fractional or split votes shall be disregarded except for purposes of determining a quorum.

8.2 Ballots for Board Nominees shall be counted by at least three non-board members who will open, count and record the votes within seven days after the ballot due date. Records of the election shall be retained for three years.

8.3 An action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member that is entitled to vote. Action by written ballot may not substitute for the annual meeting of the association.

The board of directors must provide owners with at least ten (10) days notice before written ballots are mailed or otherwise delivered.

The notice shall:

1. State the general subject matter of the vote by written ballot;
2. Specify the period during which the association shall accept written ballots and in all cases, the date certain on which all ballots must be returned to be counted;
3. Ballots, secrecy or non-secrecy, may not be examined or counted before the final return date and the counting procedure shall be three non-board members counting ballots. The ballots must be retained for one year and available for inspection;
4. A written ballot may not be revoked;
5. If approval of a proposed action otherwise would require a meeting at which a certain quorum must be present and which a certain percentage of total votes cast is required to authorize the action, the proposal shall be deemed to be approved when the date for the return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

If ten percent (10%) or more of the homeowners petition the board for secrecy envelopes, they shall be provided.

## **ARTICLE IV** **BOARD OF DIRECTORS**

### **Section 1. Number:**

The affairs of this Association shall be managed by a Board of Directors comprised of no fewer than five (5) members nor more than nine (9) members of the Association with each Village electing one (1) member of the Board of Directors for each fifty (50) lots (or fraction thereof) located in such Village, as more particularly described in Article 4, Section 5.

**Section 2. Powers and Duties:**

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

**Section 3. General Duties:**

In addition to duties imposed by these Bylaws, resolutions of the Association and permitted by OPCA Statute, the Board of Directors shall have the authority and responsibility to perform the following matters enumerated below:

- 3.1 Adopt and publish rules and regulations governing the appropriate and safe use, appearance and maintenance of property and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- 3.2 Care, upkeep, repair and supervision of the Common property.
- 3.3 Complying with the Oregon Planned Community Act, to conduct annually a reserve study or review and update an existing study to determine the reserve account requirements. Establishment and maintenance of replacement reserve accounts and other reserves which are permitted or required to be created by the OPCA, the CC&R's, and these Bylaws. The board of directors shall prepare a maintenance plan for all property for which the Association has maintenance, repair or replacement responsibility under the Bylaws or declaration or ORS 94.550 to 94.783.
- 3.4 Designation and collection of all assessments from the Owners, in accordance with these Bylaws, CC&R's and the Oregon Planned Community Act.
- 3.5 Declaration of Special Assessments as may be required from time to time to maintain the value, safety and security of the shared interests of owners, to complete ongoing projects, to assure proper maintenance of common facilities, and to respond to any other matters recognized as appropriate by the Oregon Planned Community Act.
- 3.6 Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.
- 3.7 Designation, employment and dismissal of personnel involved in the upkeep, repair and operations of the common property.
- 3.8 Causing the preparation of annual financial statements of the Association and causing an annual review of same by a certified public accountant as required by the OPCA.
- 3.9 Adoption and amendment of administrative rules and regulations governing the details of operation of the Association, provided, however, that such rules or regulations shall always be subject to rescission or amendment by the

Association upon majority vote of a quorum of Members present at any properly called meeting.

- 3.10 Causing the Association to comply with the Oregon Planned Community Act relating to maintenance and distribution of financial statements to all owners and maintaining copies suitable for duplication of the following: Amended or Restated Declaration, Bylaws, Association Rules and Regulations, and any amendments thereto, the Fine Schedule, the most recent Annual Financial Statement, and the current Operating Budget of the Association.
- 3.11 Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice by action of a Committee so authorized by the Board of Directors or by the Board of Directors itself for infraction of published Rules and Regulations. This power is subject to owner's appeal.
- 3.12 Performance of necessary collection of unpaid assessments using lien and foreclosure statute.
- 3.13 Declaring the office of a member of the Board of Directors vacant if the member shall be absent from three (3) consecutive, regular meetings of the Board of Directors..
- 3.14 Appoint committees as provided for in the CC&R's.
- 3.15 Exercising all other powers, and performing all other duties permitted by law.
- 3.16 Performing all other responsibilities given to it by the CC&R's.
- 3.17 Causing to be kept a complete record of all its acts and corporate affairs and making a statement thereof available to the members.
- 3.18 Obtaining and maintaining at all times insurance of the type and kind and in the amounts referred to by the Oregon Planned Community Act.
- 3.19 Causing all Board members, officers, committee members, and employees having fiscal duties to be bonded, subject to the availability of such insurance at reasonable cost.
- 3.20 Affiliation with a local, state, or national organization only with the approval of a majority of the Board of Directors. Upon approval, representation shall be determined by the Board of Directors.

**Section 4. Nominations and Elections Committee:**

The Village Committees shall appoint nominating Committees. No member of a nominating committee shall serve for more than two consecutive three (3) year terms. The committee shall nominate candidates in accordance with the terms set forth in these Bylaws and shall prepare a ballot, accompanied by a secrecy envelope and a return identification envelope, for mailing to village members of the Association not less than

thirty (30) days prior to the date of the election. Candidates may also be nominated by petition signed by no less than twenty-five percent (25%) of the lot owners of a village. Nominees must agree to serve if elected. Petitions must be submitted to the Village Committee no later than sixty days prior to the election.

**Section 5. Election of Directors and Terms:**

The Board of Directors shall be composed of owners elected by the Villages. Each Village shall elect one (1) Director for every fifty (50) units (or fraction thereof) located within such Village. Each Village shall conduct Board elections by mail. Ballots shall be retained for three (3) years. Each Director shall serve a term of three (3) years. There shall be no cumulative voting. Because elections shall be conducted by mail by each Village, and because each Village shall appoint a nominating committee as provided in the preceding section, no nominations will be accepted from the floor during any membership meeting.

**Section 6. Election of Officers:**

Following selection of candidates for Board of Director positions, the election of Directors shall be held annually in December. Following the election of directors, those elected and those holding over, shall meet within thirty (30) days for a meeting of the Board of Directors during which they shall elect officers and to transact such other business that may come before the meeting.

**Section 7. Mid-term Vacancies:**

The Village Nominating Committee shall seek replacement candidate(s) from their village to fill mid-term vacancies. Such candidate(s) shall be presented to the Board of Directors and the Board will then vote acceptance of a replacement member.

**Section 8. Removal of Directors:**

A Director may be removed, with or without cause, by a vote of the members of the Village entitled to elect such Director. Any vote to remove any Director shall be conducted only by mail. Removal of a Director shall require a majority of the votes cast in a vote by mail in which a sufficient number of votes were cast to constitute a quorum.

**Section 9. Compensation:**

No director shall receive any compensation for any service he or she may render to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of duties as a director or may receive compensation for services to the Association in a capacity other than as a director.

**Section 10. Meetings:**

The Board of Directors by resolution may establish other dates, times and places for regular and special meetings of the Board. 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 in executive session:

- 10.1 Consultation with legal counsel concerning the rights and duties of the association regarding existing or potential litigation, or criminal matters;
- 10.2 Personnel matters including salary negotiations and employee discipline;
- 10.3 Negotiation of contracts with third parties;
- 10.4 Collection of unpaid assessments.

Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. In the event the Board votes to meet in executive session to discuss such matters as, but not limited to, existing or potential litigation, personnel matters or negotiation of contracts with third parties, the presiding officer of the Board shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances, if any, the deliberations may be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the Minutes of the meeting

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

The meeting and notice requirements in this section may not be circumvented by chance or social meetings or by any other means.

In a planned community in which the majority of the lots are the principal residences of the occupants, meetings of the board of directors must comply with the following:

- For other than emergency meetings, notice of board of directors' meetings shall be posted at a place or places on the property at least three days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform lot owners of such meetings;
- Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting;
- Only emergency meetings of the board of directors may be conducted by telephonic communication or by the use of a means of communication that allow all members of the board of directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. A member of the board of directors participating in a meeting by this means is deemed to be present in person at the meeting;
- The board of directors, in the name of the association, shall maintain a current mailing address of the Association;
- The board of directors shall cause the information required to enable the Association to comply with ORS 94-670 (7) to be maintained and kept current.

Association Members shall not have a right to participate in the Board of Directors meetings unless such Member is a Member of the Board of Directors, or is allowed to participate by 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 11. Meeting Notices:**

Notice of all regularly scheduled directors' meetings shall be provided as required by statute. For other than emergency meetings, notice of Board of Director's meetings shall be posted at a place or places on the property at least three days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform lot



owners of such meetings. Notice shall state the time, date and place of the meeting and business generally to be considered at such meetings. This provision will not preclude the President from scheduling an emergency meeting without notice in instances where time is deemed by the President to be of the essence. A report of what transpired at special or emergency meetings shall be made part of the report for the next regularly scheduled Board meeting if a separate report has not already been issued. In the event the Board votes to meet in executive session to discuss such matters as, but not limited to, existing or potential litigation, personnel matters or negotiation of contracts with third parties, the presiding officer of the Board shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances, if any, the deliberations may be disclosed to Owners.

**Section 12. Special Meetings:**

The President, at the request of at least three directors, or at the President's discretion may call special meetings. These special meetings may be held at such reasonable times and places as the President may determine and shall be limited to those items of business described in the notice of such meetings. Notices shall be posted at least three days prior to the meeting.

**Section 13. Quorum:**

A majority of the Directors shall constitute a quorum. The acts of a majority of Directors present shall be the acts of the Board of Directors. Each Board member shall have one vote that will be cast, except where otherwise provided for, in open meeting.

**Section 14. Committee Meetings:**

Meetings of the Roads Committee, Common Facilities Committee, Finance Committee, and Architectural Control and Landscape Committee with the respective Board Liaison member in attendance, shall be called at a minimum of once annually or as otherwise deemed necessary by the specific Committee.

**ARTICLE V.**

**LIABILITY AND INDEMNIFICATION OF DIRECTORS**

The Directors shall not be liable to the Association or to the lot owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall hold harmless and indemnify each director and manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, manager or managing agent on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each director, and the manager, or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved by reason of being or having been a director, manager, or managing agent and shall be indemnified upon any reasonable settlement thereof, providing, however, there shall be no indemnity if the director, manager, or managing agent is adjudged guilty of willful nonfeasance or malfeasance in the performance of his or her duties.

**ARTICLE VI.**  
**OFFICERS OF THE ASSOCIATION**

**Section 1. Designation of Officers:**

The principal officers of the Association shall be a president, vice-president, secretary and treasurer, who shall be members of the Board. The Board, at its discretion, may appoint an assistant secretary or an assistant treasurer by resolution. The officers shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

**Section 2. President:**

The president shall preside at meetings of the Association. He/she shall have all the general powers and duties that are usually vested in the president of an association.

**Section 3. Vice-President:**

The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor vice-president is able to act, the Board will appoint another Board member to do so on an interim basis. He/she shall also perform such other duties as may be delegated to him/her by the Board of Directors.

**Section 4. Secretary:**

The secretary shall keep the minutes of all meetings of the members of the Association and of the Board; shall serve notice of any such meetings, shall keep appropriate records of the names and addresses of Association members, and shall perform other duties incident to the office of secretary.

**Section 5. Treasurer:**

The treasurer shall have care and custody of and be responsible for all funds of the Association and shall deposit such funds in the name of the Association in such depositories as the Board may designate; shall make, sign and endorse in the name of the Association all checks, drafts, notes, and other instruments for the payment of money; and further shall perform all duties incident to the office which the treasurer of an association normally performs. The signatures of two members of the Board shall be required on all checks.

**Section 6. Delegation and Change of Duty:**

In the event of absence or disability of any officer, the Board of Directors may delegate during such absence or disability the powers or duties of such officer to any other director.

**Section 7. Removal of Officers:**

Any officer may be removed with or without cause by an affirmative vote of a majority of the members of the Board of Directors. In the event of removal, the board shall appoint any other director to fill that position.

**ARTICLE VII.**  
**BUDGETS AND FINANCIAL STATEMENTS**

**Section 1. Financial Statements:**

The following financial and related information shall be regularly prepared and furnished to the Board of Directors:

- (1) Revenue and expenses;
- (2) The amount of total cash reserves of the Association currently available;
- (3) An estimate of the current replacement costs of, and 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 areas and facilities which the Association is obligated to maintain;
- (4) A balance sheet;
- (5) An operating (income) statement for the current year.

**Section 2. Budget:**

The Board of Directors, at least annually, shall adopt a budget for the planned community. Within thirty (30) days after adopting the annual budget for the planned community, the Board of Directors shall provide a summary of the budget to all owners. The information should include notice that complete financial information is available at the business office of the Association or other suitable location and that copies will be provided upon request. If any Member requests copies of the current operating budget, including the items described in Section 1 (above), such copies shall be mailed to the member at a location within the United States, the Association shall provide such copies to the Member by first class United States mail at the expense of the Association. Additional expenses incurred by the delivery of copies to overseas addresses shall be paid for by the requesting member.

**Section 3. Failure to Adopt Budget:**

In the event the Board of Directors does not adopt a budget, the budget for the last preceding year shall continue in effect.

**Section 4. Income Tax Filing:**

The Board of Directors shall determine the manner in which all necessary income tax returns are filed, shall select persons to prepare and file such returns, and shall cause the necessary income tax returns for the Association to be filed annually.

**ARTICLE VIII.**  
**ENFORCEMENT OF CC&R'S, BYLAWS AND RULES AND REGULATIONS**

**Section 1. Compliance:**

Each Owner shall comply with the (CC&R's), Bylaws, and administrative Rules and Regulations adopted by the Association. The CC&R's, Bylaws, and Rules and Regulations may be enforced by the Association or any aggrieved owner. The Association shall have all remedies set forth in the (CC&R's), Bylaws and Rules and Regulations, as well as any remedy available at law or equity.

**Section 2. Interpretation:**

The Board of Directors shall have the authority to interpret and enforce the CC&R's, Bylaws, and Rules and Regulations of the Association.

**Section 3. Fines and Charges:**

The Board of Directors may impose charges for late payment of assessments and attorney fees related to the collection of assessments, and levy reasonable fines against a Member for any violation of the Declaration of Covenants, Conditions and Restrictions, the Bylaws, the Rules and Regulations, or the Oregon Planned Community Act, provided that the charge imposed or the fine levied by the association is based:

- (a) On a fine schedule adopted by resolution of the board of directors that is delivered to each lot, mailed to the mailing address of each lot or mailed to the mailing addresses designated in writing by the owners.

Fines may be levied due to the action of a Member, Member's guest or invitee or an Occupant of a property owned by the Member. Failure by an Owner (his family, invitees, or lessees) to comply with the rules of conduct and restrictions set forth in the Declaration, 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.

**Section 4. Notice and Hearing:**

In the event of a violation, the Board shall levy no fine until the Association has provided the Member with written notice of the violation. The Member shall be entitled, upon request made within ten (10) days of notice by the Association, to a hearing before the Board of Directors, or any designated committee, to contest the violation or fine. The Member may be represented at such a hearing by legal counsel and have a reasonable amount of time to produce statements, evidence and witnesses. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed. The Board of Directors, in its discretion, may levy a fine if it finds a violation has occurred, so long as such fine is consistent with the Schedule of Fines previously adopted by the Board of Directors.

Before initiating litigation or an administrative proceeding in which the Association and an owner have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to use the Community Dispute Resolution Program (CDRP) of Deschutes County (ORS 36.175). The Association shall comply with the requirements of the Oregon Planned Community Act regarding alternative dispute resolution. The hearing and fine described in this Article VIII, Section 4, shall not be considered an administrative hearing within the meaning of this requirement.

**Section 5. Continuing Violations:**

In the case of a continuing or persistent violation:

- (1) Each day the violation continues after written notice shall be deemed a separate and distinct violation and subject to a separate daily fine up to a maximum of thirty (30) daily fines per violation; and
- (2) The Board may require the Member to post a bond or other form of security in order to ensure future compliance. For any such violation that cannot be cured immediately, no further fines shall be levied after such time as the Member begins a good faith cure and thereafter diligently pursues the cure to completion.

**Section 6. Lien Against Lot:**

Fines shall constitute a personal obligation of the Member, as well as a lien upon the property of the Member, which lien may be foreclosed in the same manner as a lien for unpaid Association assessments pursuant to the OPCA.

**Section 7. Fees and Costs:**

The Member shall be liable for all attorney fees, costs and expenses of any nature incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

**Section 8. Crediting Payments:**

The Association shall apply all partial payments by the Member to the Member's outstanding balance in the following order:

- Attorney's fees and costs;
- Late fees and interest;
- Fines and Charges;
- Special Assessments;
- Regular assessments, with payment being applied to the oldest balance first.

Partial payments do not waive the Association's right to pursue full payment and/or enforce its Bylaws, Declaration, and Rules and Regulations.

**Section 9. Schedule of Fines:**

The amount of the fine shall be based on the Schedule of Fines, effective February 1, 2006 or any subsequent amended Schedule of Fines adopted by Resolution of the Board of Directors as contained in the Bylaws and determined at the sole discretion of the Board of Directors. The Board of Directors may assess fines based upon the type and nature of the breach, the length of time of the breach, the responsiveness of the Owner to the Board of Directors' requests to cure the breach and any other factors the Board of Directors determines appropriate

**Section 10. Charges:**

In the event any assessments or fines are not received when due, the Association may charge up to five percent (5%) of the payment or fifty Dollars (\$50.00), whichever is greater. Unpaid assessments, including fines, shall bear interest at the rate of fifteen percent (15%) per annum. Owner shall reimburse the Association for all costs and attorney fees expended (including at trial and on appeal) incurred by the Association in collecting assessments.

**ARTICLE IX.**  
**COLLECTION OF ASSESSMENTS**

**Section 1. Collection of Assessments:**

As provided in the Declaration, each member is obligated to pay to the Association the annual and special assessments. Assessments are a continuing lien upon the property against which the assessments are made.

Assessments that are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date:

- (1) The Board may impose a late fee and/or any other charges provided by law;
- (2) The assessment shall bear interest from the date of delinquency at a rate established from time to time by resolution of the Board of Directors. The Association may bring an action against the owner personally obligated to pay the same and file a lien against the property.

Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common areas or abandonment of his/her lot.

## **ARTICLE X.** **BOOKS AND RECORDS**

### **Section 1. Inspection by Members:**

The books, records, and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased for a reasonable cost.

### **Section 2. Execution of Instruments:**

All checks, notes, drafts, bonds, acceptances, deeds, leases, contracts, and other instruments shall be signed by such person or persons as may be designated by general or special resolution of the Board of Directors, and in the absence of any such general or special resolution applicable to any such instrument, then such instrument be signed by the President.

## **ARTICLE XI.** **AMENDMENTS**

### **Section 1. Amendments:**

These Bylaws, or any provision thereof, may be amended at any Regular, Annual or Special Meeting of members, or by mail or at the option of the Board of Directors, electronically by any means authorized by the OPCA. The bylaws may require no greater than an affirmative majority of total votes or number of votes submitted.

### **Section 2. Conflict:**

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XII.** **NOTICES**

All notices to the Association or to the Board of Directors shall be sent to the principal office of the Association, or to such other address as the Board of Directors may hereafter designate. All notices to any member shall be sent to such address as may have been designated by the member from time to time, in writing, to the Board of Directors.

## **ARTICLE XIII.** **MISCELLANEOUS**

### **Section 1. Waiver:**

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

**Section 2. Invalidity, Numbers And Captions:**

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability of effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular; the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

**Section 3. Distribution of Documents to Members:**

The Board of Directors shall be responsible for the distribution to all Association members of copies of the Articles of Incorporation, CC&R's, Bylaws, and Rules and Regulations of the Association.

**Section 4. 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, including, without limitation, the insurance required by Article IV, Section 3.18 of these Bylaws.

**Section 5. Retention of Documents:**

The Association shall retain within this state the documents, information and records delivered to the association under ORS 94.616 and all other records of the association for not less than the period specified for the record in Oregon Non-Profit Corporation Act (ORS 65.771) or any other applicable law except that:

- (a) The documents specified in ORS 94.616 (3) (o), if received, must be retained as permanent records of the association.
- (b) Proxies and ballots must be retained for one year from the date of determination of the vote.
- (c) The association shall make the documents, information and records described in subsections (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) of OPCA 94.670 and all other records of the association reasonably available for examination and upon written request, available for duplication by an owner and any mortgagee of a lot that makes the request in good faith for a proper purpose, except that records kept by or on behalf of the association may be withheld from examination and duplication to the extent the records concern:  
OPCA 94.670 Section 8, (a) through (g).

**THE BALANCE OF THIS PAGE LEFT BLANK.**

## Mountain High Amended &amp; Restated Bylaws

November 15, 2007

The undersigned President and Secretary of the Association certify that these Amended Bylaws were adopted in accordance with the Bylaws procedures.

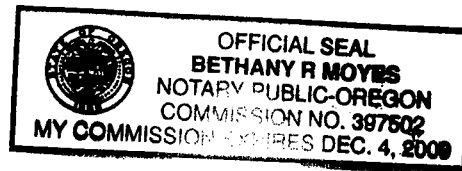
DATED this 15<sup>th</sup> day of NOVEMBER 2007.

Mountain High HOA formerly known as  
Mountain High Homeowners Association

By SC McKee  
President

By Thomas R. Hales  
Secretary

STATE OF OREGON }  
  } §  
County of Deschutes }

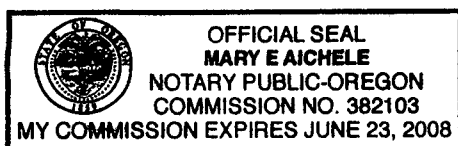


On this 15<sup>th</sup> day of November, 2007, personally appeared before me, Samuel C. McKee, who being duly sworn, states he/she is the President of the MOUNTAIN HIGH HOA, formerly known as Mountain High Homeowners Association an Oregon non-profit corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation and he/she acknowledged said instrument to be the voluntary act and deed of said corporation.

Bethany R. Moyes  
Notary Public for Oregon

STATE OF OREGON }  
  } §  
County of Deschutes )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me, \_\_\_\_\_, who being duly sworn, states he/she is the Secretary of MOUNTAIN HIGH HOA, formerly known as Mountain High Homeowners Association an Oregon non-profit corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation and he/she acknowledge said instrument to be the voluntary act and deed of said corporation.



Mary E. Aichele  
Notary Public for Oregon