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BYLAWS

OF

SPRING MEADOW HOMEOWNERS ASSOCIATION

AN OREGON NONPROFIT CORPORATION

1. Plan of Lot Ownership; Definitions

1.1 *Bylaws Applicability.*

These Bylaws apply to the Lots and the common area in Spring Meadow Subdivision, a planned community in Linn County, Oregon (the "**Property**") that has been subjected to Declarations of Covenants, and Restrictions of Spring Meadow, recorded in Linn County in six separate additions (collectively the "**Declaration**").

1.2 *Personal Application.*

All present or future owners, tenants, occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy provisions set forth in these Bylaws and agreement to comply with all the provisions hereof.

1.3 *Definitions.*

Capitalized terms used but not defined herein shall have meanings attributed to them in the Declaration.

1.4 *Oregon Planned Community Act.*

The Property, all Lots and owners thereof, the Association and all members thereof, shall be subject to the Oregon Planned Community Act, ORS 94.550 et seq.

2. Membership and Voting Rights

2.1 Members

Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot or living unit or a purchaser in possession under a land sale contract for a lot or living unit in the Spring Meadow Subdivision (each a "*Lot*") shall be a mandatory member of the Spring Meadow Homeowners Association, Inc. (the "*Association*"). The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot or living unit. Transfer of ownership of a lot or living unit automatically transfers membership in the Association. The Spring Meadow Subdivision is a Class I Planned Community.

2.2 Voting Rights

The Association shall have two classes of voting members:

2.2.1 Class A. Class A Members shall be owners of lots other than Declarant, and each Class A Member shall be entitled to one vote for each lot owned with respect to all matters on which owners are entitled to vote.

2.2.2 Class B. The Class B Member shall be Declarant, its successors, and its assigns. The Class B Member shall have three votes for each Lot owned; provided, however, that Class B Membership shall cease on February 1, 2010. After termination of Class B Membership, each owner (including Declarant) shall 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 shall equal the total number of Lots annexed to the Property and subject to these Bylaws.

When more than one person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

2.3 Declarant Control of Architectural Control Committee

The Declarant shall have administrative control of the Architectural Control Committee (the "*ACC*") as provided in the Declaration. If Declarant has not delegated such control prior to completion of the last house on the last Lot within the Property, administrative control of the ACC shall transfer automatically to the Association at that time. Notwithstanding Section 9 of these Bylaws, at no time shall this Section be amended without the written consent of Declarant.

2.4 Suspension of Voting Rights

No member shall be entitled to cast any vote in any matter coming before the Association if at the time the member is delinquent in the payment of any assessment which has been levied by the Association against such member's lot. For the purposes of this Section, unless the member and the Board of Directors of the Association have agreed

to defer the payment of an assessment, a member shall be deemed delinquent in the payment of the assessment if the same is not paid in full within thirty (30) days after the Association mails or otherwise delivers a statement for the assessment to the member.

3. Meeting of Members

3.1 Annual Meetings

Annual meetings of the membership of the Association shall be held during the month of July each year, beginning in the first such month following the adoption of these Bylaws. Provided, however, that if the annual meeting for the year is not held during such month, it may be called at any subsequent time by the President, a majority of the Board of Directors, or members holding not less than twenty percent (20%) of the membership votes.

3.2 Special Meetings

Special meetings of the membership shall be held upon the call of the President or a majority of the Board of Directors, or pursuant to a petition signed by members holding at least thirty percent (30%) of the votes. Meetings called upon a petition of members shall be held in person at a formal gathering, rather than by ballot as provided in Section 6 of this Article.

3.3 Turnover Meeting

The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the other members within ninety (90) days of the date that the Declaration for Spring Meadow – Sixth Addition has been recorded in Linn County, Oregon (the "*Turnover Meeting*"). The Declarant shall give notice of the Turnover Meeting to each member as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any member may do so.

At the Turnover Meeting the Declarant shall relinquish control of the administration of the Association to the members, and the members shall elect a Board of Directors in accordance with the provisions of Section 4 of these Bylaws. Additionally, the Declarant shall deliver to the Association those items specified in the Oregon Planned Community Act to be turned over by the Declarant at the Turnover Meeting. Declarant, however, shall retain those special Declarant rights under Section 2, above.

3.4 Place of Meeting

Meetings of the membership of the Association shall be held at such suitable place convenient to the members as may be designated by the person or group calling the meeting in question.

3.5 Notice of Meeting

The Secretary shall mail or hand deliver notice of each meeting of the members to each member (or in cases where a lot or living unit is owned by more than one person, to at least one of such owners). The notice shall state the purpose of the meeting and the time and place where it is to be held. The notice shall be mailed or delivered at least five

(5), but not more than sixty (60) days prior to such meeting or prior to the date when ballots for a ballot meeting are required to be returned. The mailing or delivery shall be to the member's address last given the Secretary in writing by the member. The mailed notice shall be deemed to have been received two (2) business days after the date on which they were mailed to the membership. The mailing or delivery of notices in the manner provided in this Section may be waived by any member, either before, during or after the meeting.

3.6 Ballot Meetings

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

3.7 Quorum

Except where a specific action is required by the Declaration, the Articles of Incorporation or another provision of these Bylaws, a quorum for the transaction of any business shall consist of persons authorized to cast, in person or by proxy, not less than twenty percent (20%) of the votes of each class of membership. If at any meeting a quorum is not present or represented, the members entitled to vote thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

3.8 Majority Vote

Except for actions which require the vote or approval of a specified percentage of members, the majority vote, which shall be defined as a vote of more than fifty percent (50%) of members present in person or by proxy at the meeting at which a quorum is constituted, shall be binding.

3.9 Proxies

Members may give proxies for their membership votes, provided that they are in writing and signed by the member (or, in the case where the member consists of more than one person, by at least one of such persons). Any proxy so given may be revoked at any time by the member granting it, and no proxy shall remain effective for a period longer than eleven (11) months.

3.10 Order of Business

The order of business at meetings of the members of the Association shall be as follows:

- 3.10.1 Ascertaining that a quorum is present in person or by representation;
- 3.10.2 Proof of notice of meeting or waiver of notice;
- 3.10.3 Reading, correction, and approval of minutes of previous meeting;
- 3.10.4 Reports of officers and committees, if any;
- 3.10.5 Election of Directors;
- 3.10.6 Unfinished business;
- 3.10.7 New business; and
- 3.10.8 Adjournment.

4. Board of Directors

4.1 *Makeup of Board*

The affairs of the Association shall be governed by a Board of Directors, consisting of at least 5 but not more than 11 persons. Initially, the Board shall consist of the persons named in the Articles of Incorporation, and these persons shall continue to serve as the Directors of the Association until the Turnover Meeting at which their respective successors shall be elected and qualified. The Board shall continue to consist of these persons until the membership elects to increase the Board at an annual meeting of the membership.

4.2 *Election of Directors*

At the Turnover Meeting, the membership shall elect at least two (2) people to serve on the Board of Directors for the ensuing year, and at least three (3) persons to serve on the Board of Directors for the ensuing two (2) years. Thereafter, the members of the Board of Directors shall serve staggered two (2) year terms so that all terms shall not expire simultaneously.

4.3 *Eligibility for Successive Terms*

Any person may be elected to serve successive terms on the Board of Directors without limitation.

4.4 *Removal of Directors*

Any Director may be removed from office with or without cause upon a vote of not less than 2/3 of the remaining Directors at any meeting of the Board of Directors, or upon the 2/3 vote of the members at any meeting of the membership.

4.5 Initial Meeting

Immediately following the Turnover Meeting, the Board of Directors elected shall hold their initial meeting, at which they shall elect the officers of the Association, adopt the initial budget for the Association, levy and provide for the collection of the initial assessments against the lots and living units within the development, and establish reserve accounts for the eventual replacement of improvements situated on the common areas, if any, within the development.

4.6 Subsequent Board Meetings

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

4.7 Notice of Meetings

Written or oral notice of each meeting of the Board of Directors shall be given to each Board member not less than two (2) days nor more than ten (10) days before the meeting. The requirement for such notice may be waived by the majority vote of the Directors present and voting at any meeting attended by not less than a majority of the entire Board of Directors.

4.8 Quorum; Voting

At all meetings of the Board of Directors, a quorum for the transaction of business shall be a majority of the persons then serving as Directors. Except as otherwise provided in these Bylaws or in the Declaration, all matters coming before the Board shall be decided by majority vote.

4.9 Meetings Open to Association Members

All meetings of the Board of Directors shall be open to any and all members of the Association, except under certain circumstances as provided by law; provided, however, that no member shall have a right to participate in the Board of Directors' meeting unless such member is also a Director. The President shall have the authority to exclude any member who disrupts a Board of Directors' meeting.

4.10 Notice to Association Members of Board of Directors Meetings

For other than emergency meetings, notice of Board of Directors meetings shall be posted at least three (3) days prior to the meeting. The posting of such notices shall be at a reasonable location which has been generally publicized to the members.

4.11 Vacancies on Board

Any vacancy occurring on the Board of Directors may be filled by the vote of the majority of the remaining Directors. Any person so selected shall thereupon serve out the remaining term of the departed Director, subject to the removal provisions of Section 4.4, above.

4.12 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 members.

5. Powers and Duties of Board of Directors

The Board of Directors shall have general authority and responsibility for the conduct of the business and affairs of the Association, in accordance with the Declaration, the Articles of Incorporation and these Bylaws. To carry into effect this general authority and responsibility, the Board shall have the power to:

5.1 General Exercise of Powers

Exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, its Articles of Incorporation or the Declaration and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

5.2 Employment of Third Parties

Employ a manager, an independent contractor or such other employees or agents as it deems necessary, and to prescribe their duties; provided, however, that unless otherwise approved by at least eighty percent (80%) of the membership, no management agreement, service contractor employment contract shall be in excess of three (3) years.

5.3 Association Budget

Determine and set the annual budget for the Association.

5.4 Rules and Regulations

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

5.5 Suspend Delinquent Members

Suspend the right to use the common property with respect to an owner during any period in which such owner shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association. Such right may also be suspended for members, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Declaration or rules and regulations promulgated and adopted by the Board of Directors.

5.6 Corporate Records

Cause to be kept a complete record of all its corporate affairs, make such records available for inspection by any member or his agent and present an annual statement thereof to the members, all as more fully described in Section 8 of these Bylaws.

5.7 Supervise Personnel

Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

5.8 Statement of Accounts

Issue, upon demand by any member, a written statement setting forth whether or not any assessment has been paid and giving evidence thereof, for which a reasonable charge may be made.

5.9 Financial Affairs

Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate.

5.10 Establish Assessments

Fix annual assessments at an amount sufficient to meet the obligations imposed by the Declaration, at least thirty (30) days in advance of each annual assessment, and set the date(s) assessments are due.

5.11 Notice of Assessments

Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of the assessment or first installment thereof.

5.12 Liens for Delinquent Assessments

Cause the lien against any lot or living unit for which assessments are not paid within thirty (30) days after the due date to be filed and foreclosed or cause action at law to be brought against the owner personally obligated to pay the same.

5.13 Maintenance of Common Property

Cause the common property owned by the Association to be maintained and pay all local taxes, as applicable.

5.14 Insurance

Procure, review and maintain in effect such casualty, flood, liability and hazard insurance, property damage insurance with extended coverage endorsements, and a fidelity bond meeting the insurance and fidelity bond requirements as required by the Declaration.

5.15 Deal with Association Property

Grant easements, leases, license and concessions through or over the common property; enter into mortgage agreements, given security and obtain capital debt financing

subject to the provisions of the Declaration; acquire, hold and convey in the name of the Association any right, title or interest in real or personal property subject to the provisions of the Declaration.

5.16 Enforcement

Enforce the covenants and restrictions in these Bylaws and in the Declaration. Owners shall also have the right to bring actions or suits regarding covenants and restrictions, but shall have no right or power to require the Association or Board of Directors to take any enforcement action.

5.17 Late Charges and Fines

Impose charges for late payment of assessments and attorney fees related to the collection of assessments and, after giving written notice and an opportunity to be heard, levy fines for violations of the Declaration, Bylaws or rules and regulations of the Association, provided that fines levied are based on a schedule contained either in these Bylaws or in a resolution adopted by the Board that is mailed prior to the fine notice to the mailing address of each unit or mailed to the mailing address designated in writing by the Owner(s).

Until such time as the following fines may be modified by the Board, the Board or the ACC may levy a fine of \$50 per day per violation against any Lot or Owner in violation of the Declaration, Bylaws or rules and regulations of the Association. Such fine(s) shall become an additional assessment against the violating Owner's Lot, and the Association shall have all of the rights and remedies to recover the fines as provided in the Declaration or these Bylaws.

5.18 Appoint Committees

Appoint committee(s) as it deems appropriate to carry out its purposes. This power is subject to Declarant's right to appoint and control the ACC, as provided in Section 2.3 above.

5.19 Participate in Litigation

Institute, defend or intervene in litigation or administrative proceedings on behalf of the Association on matters affecting the community.

5.20 Other Necessary and Proper Powers

Exercise any other powers necessary and proper for the administration and operation of the Association.

6. Insurance

6.1 Types of Insurance Policies

The Board shall obtain and maintain at all times, and shall pay for out of the Association expenses funds, the following insurance:

6.1.1 A policy insuring the Association, its Board of Directors and the owners individually, against any liability to the public or the owners and their invitees or tenants, incident to the ownership, supervision, control or use of the streets and private utilities. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

6.1.2 The Board of Directors MAY obtain and maintain a fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors, and may require that all officers and employees of the Association handling or responsible for Association funds provide adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

6.2 Insurance Companies Authorized

All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to the Board of Directors.

6.3 Authority to Adjust Losses

All losses under policies hereafter in force regarding the common property shall be settled exclusively with the Board of Directors or its authorized representative. Releases and proofs of loss shall be executed by at least two (2) directors.

6.4 Prohibition of Contribution

In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by the individual owners or their mortgagees.

6.5 Provisions in Insurance Policies

The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

6.5.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the owners and their respective servants, agents and guests.

6.5.2 A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

6.5.3 A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors or manager cure the defect.

6.5.4 A provision that any "no other insurance" clause in the policy exclude individual owners' policies from consideration.

6.6 *Review of Insurance Policies*

At least annually, the Board of Directors shall review all insurance carried by the Association.

7. *Officers*

7.1 *Enumeration of Offices*

The officers of this Association shall consist of a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may create from time to time by resolution.

7.2 *Election and Term of Office*

The election of officers shall take place at the first meeting of the Board of Directors or successive Board of Directors. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

7.3 *Resignation and Removal*

Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 *Vacancies*

A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 *Multiple Offices*

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

7.6 *Duties*

The duties of the officers are as follows:

- 7.6.1 **President.** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, checks and contracts as the Board of Directors may approve from time to time.
- 7.6.2 **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; maintain the records of the Association; serve notices to members and shall perform such other duties as required by the Board of Directors.
- 7.6.3 **Treasurer.** The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors; shall co-sign any promissory notes or checks; keep proper books of account; cause the Association books to be closed annually at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board of Directors.

8. Books and Records

8.1 Reports and Audits; Recordkeeping

- 8.1.1 The Board of Directors, or its designee, shall keep detailed, accurate records, in chronological order, of the receipts and expenditures, itemizing the maintenance and repair expenses of the common property and any other expenses incurred, and shall keep any other financial records sufficient for proper accounting purposes.
- 8.1.2 An annual report consisting of a balance sheet and income and expense statement for the preceding year shall be distributed by the Board of Directors to all owners, and to all mortgagees who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association. At any time, any owner or mortgagee may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.
- 8.1.3 The Board of Directors shall maintain at all times the records and documents of the Association including the minutes of meetings. Such records and documents shall be reasonably available for examination by an owner or mortgagee; upon written request from the owner or mortgagee, such records and documents shall be made available for duplication. The Board of Directors shall maintain copies suitable for duplication of the Declaration, Bylaws, rules and regulations (and amendments thereto), current operating budget and the most recent annual report. Upon written request of a prospective purchaser, such copies and documents shall be made available for duplication during reasonable hours. The Board of Directors may charge a reasonable fee for furnishing copies to an owner, mortgagee, or prospective purchaser.

8.2 Statement of Assessments

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

8.3 Owner's Obligation

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

9. Amendment

9.1 Amendment by Members

Subject to the limitations in this Section and in Section 2.3 above, the Bylaws may be amended at any annual or special meeting of the membership, by affirmative vote of not less than sixty percent (60%) of the votes entitled to be cast at such meeting; provided, however, that until such time as the events described in Section 10 of the Declaration have occurred, no amendment shall be effective without the approval of the Declarant.

9.2 Declarant's Right to Amend

Notwithstanding the provisions of Section 9.1, the Declarant may amend the Bylaws in order to comply with requirements of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon or any corporation wholly-owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or lots or living units in a planned community; provided, however, that if the need for such an amendment occurs after the occurrence of the events described in Section 10 of the Declaration, such an amendment shall not be effective without the concurrence of a majority vote of all Class A members.

9.3 Recordation of Amendments

Amendments to these Bylaws shall be executed, certified and recorded in the deed records of Linn County, Oregon, by any office of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

10. Miscellaneous

10.1 *Assessment Collection Costs; Suits and Actions*

An Owner shall be obliged to pay reasonable fees and costs (including, but not limited to, attorney fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from such 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. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Declaration, the Articles, or these Bylaws, such Owner or Owners, jointly and severally, shall pay, in addition to all other obligations, the costs of such suit or action, including actual administrative expenses incurred by the Association because of the matter or act which 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 such court.

10.2 *Notices*

All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or, if no address has been designated, then to the owner's lot or living unit.

10.3 *Waiver of Notice*

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.

10.4 *Invalidity; Number; Captions*

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or 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 or reference and shall in no way limit any of the provisions of these Bylaws.

10.5 *Conflict*

In the 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 or the Articles of Incorporation, the Declaration shall control.

I, the undersigned, being the Secretary of Spring Meadow Homeowners Association, do hereby certify the foregoing to be the Bylaws of said corporation, as adopted by the Board of Directors on the 14 day of March, 2005.

Patti Williamson
Patti Williamson, Secretary

State of Oregon)
) ss.
County of Linn)

On this 14TH day of March, 2005, personally appeared Patti Williamson, Secretary of Spring Meadow Homeowners Association, and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:



[Signature]
Notary Public for Oregon
My Commission Expires: 5-21-05

STATE OF OREGON
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By AD Deputy PAGE 348

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