

Rtn Adkins

2007-009906

Klamath County, Oregon

BYLAWS



OF

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Fee: \$86.00

SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

AN OREGON NONPROFIT CORPORATION

1. NAME AND LOCATION.

The name of the corporation is SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC., (hereinafter referred to as the "Association"). The Association is organized under the Oregon Nonprofit Corporation Law. The initial principal office of the Association shall be located in the City of Klamath Falls, County of Klamath, State of Oregon, but meetings of Members and Directors may be held at such other places which are as close as possible to the property within Jackson County, Oregon, as may be designated by the Board.

2. DEFINITIONS.

The terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Summerfield subdivision, recorded on \_\_\_\_\_, 200\_, as Document No. \_\_\_\_\_, in the Official Records of Klamath County, Oregon (the "Declaration"), unless otherwise specifically provided for in these Bylaws.

3. MEMBERSHIP.

3.1 Qualification. Every person or entity who is the Owner of a Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association and shall be entitled to one membership for each Lot owned. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. A vendee under a recorded land sale contract or recorded memorandum of land sale contract shall be considered the Owner for purposes of membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.2 Voting.

(a) All membership and voting procedures are governed by the Articles and Bylaws of the Association.

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

(b) Notwithstanding Article 3.3(a), the number of votes and the voting rights of Declarant shall be governed by Section 3 of the Declaration, which is made a part hereof and incorporated herein by this reference.

3.3 Transfer. The membership held by any Member by virtue of his/her ownership of a Lot shall not be transferred, pledged, or alienated in any way, except upon the transfer of title to such Lot, and then only to the transferee of title thereto.

3.4 Suspension of Membership. During any period in which a Member shall be in default in the payment of any assessment levied by the Association pursuant to the Declaration, the voting rights of such Member shall be suspended. However, the Board shall give any such Member at least fifteen (15) days notice prior to such suspension, during which time the Member shall be entitled to a hearing before the Board if he so requests.

3.5 Initial Board of Directors. The initial Board of Directors shall be appointed by Declarant until such time as the Turnover Meeting is called pursuant to Section 4.1. Thereafter, the Board shall be elected as provided in Section 6. The initial Board of Directors shall consist of two (2) Directors.

#### 4. TRANSITION AND TURNOVER MEETINGS.

4.1 Turnover Meeting. A turnover meeting (the "Turnover Meeting") shall be called by Declarant upon the termination of the "Development Period," as that is defined in the Declaration. If Declarant fails to call the Turnover Meeting, any Owner may call the meeting. Notice of the meeting shall be given to Members not less than ten (10) nor more than fifty (50) days prior to the meeting. At the Turnover Meeting the Declarant shall relinquish control of the Association to the Owners. All information and documentation relating to the Project shall additionally be turned over to the Owners at such time, including but not limited to: the Declaration, all corporate documents, the deed to the common area, rules and regulations, the resignation of Directors and Officers appointed by Declarant, Association funds, a report on the present financial condition of the Association, tangible personal property belonging to the Association, records of all property tax payments pertaining to the common area, copies of all income tax returns and related supporting data, all bank signature cards, plans and specifications, insurance policies, occupancy and government permits, all warranties relating to the Common Areas, a list of contractors, a roster of Owners, names of lessees, if any, and any contracts relating to the Project. Declarant or its informed representative shall remain available in an advisory capacity to meet with the Board on a minimum of three (3) mutually acceptable dates during the three (3) months immediately following the Turnover Meeting.

4.2 Declarant's Reservation of Rights. Notwithstanding anything to the contrary, in the event Declarant has not completed development of Lots or common area at the time of the Turnover Meeting, Declarant may continue to hold the special Declarant rights reserved under the Declaration.

## 5. MEETINGS OF MEMBERS.

5.1 Annual Meeting. The annual meeting of the Members shall be held each year at 4:00 P.M. on the First Tuesday in the month of \_\_\_\_\_, commencing with the 1st Tuesday in \_\_\_\_\_, 200\_\_. The annual meeting shall be held for the purpose of electing Directors and for the transaction of any other business that may come before the meeting. If the election of the Directors is not held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient and upon prior notice to the Members of the Association.

5.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Board, by a majority of a quorum of the Board, or upon written request of Members who are entitled to vote twenty percent (20%) of the total voting power of the Association.

5.3 Notice of Meetings. Written notice of each meeting of the Members, whether annual or special, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, in person or by mailing a copy of such notice by first-class mail at least ten (10) days, but not more than fifty (50) days, before such meeting to each Member entitled to vote thereat and to each mortgagee requesting such notice. With respect to Members, notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes or any proposal to remove a Director or Officer. Mailed notices shall be deemed received when deposited in the United States mail, with postage fully paid thereon.

5.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least thirty percent (30%) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present in person or by proxy at any such meeting, the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, to a place and a time certain not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty percent (20%) of the votes of

the entire membership. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or, if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. Any meeting at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by Members representing a majority of the votes present thereat, either in person or by proxy.

5.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy on all matters. All proxies shall be in writing, dated and filed with the Secretary before the commencement of any meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, or upon the death or incapacity of the Member who executed the proxy. A proxy shall terminate eleven (11) months after its execution, unless a shorter period of time is specified. Except as otherwise provided in the Articles or these Bylaws, a majority of the voting power present, in person or by proxy, shall prevail at such meeting.

5.6 Members Entitled to Vote. The Board of Directors may fix a time not exceeding thirty (30) days preceding the date of any meeting of Members as a record date for the determination of the Members entitled to vote at any such meeting and, in such case, only Members of record on the date so fixed shall be entitled to notice and to vote at such meeting. In the event no such record date is fixed by the Board of Directors, the record date for the determination of Members entitled to notice and to vote at any such meeting shall be as of 8:00 a.m. on the thirtieth (30th) day preceding the date of such meeting.

5.7 Voting. The vote for each Lot shall be cast as a unit; fractional votes shall not be allowed. If more than one person is the Owner of a Lot, and such persons are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any such person or persons jointly owning a Lot cast a vote representing that Lot, it will thereafter be conclusively presumed for all purposes that he, she or they were acting with the authority and consent of all other such persons. In the event more than one vote is cast for a particular Lot, such votes shall be void and shall not be counted.

5.8 Order of Business. The order of business of all meetings of the Members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Board and Officers;

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

- (e) Election of Directors, if any are to be elected;
- (f) Unfinished business; and
- (g) New business.

5.9 Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book resolutions adopted at the meeting and shall keep; a record of all transactions occurring thereat. Roberts Rules of Order (latest edition), as modified by the Board of Directors, shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

## 6. BOARD OF DIRECTORS.

6.1 Number, Tenure and Qualifications. After the Turnover Meeting, the Board of Directors of this Corporation shall consist of three (3) Members. At the first annual meeting of the Members of the corporation, and at each annual meeting thereafter, the Board of Directors succeeding the initial Board of Directors shall be elected by the Members as hereinafter set forth. Both Class A and Class B Members are permitted to cumulate their votes either by giving one candidate for election to the Board of Directors as many votes as the number of such Directors to be elected, or by distributing such votes on the same principle among any number of such candidates. Notwithstanding anything else in these Bylaws, Articles of Incorporation, the Declaration or any other agreement to the contrary, it is the intent of these Bylaws that so long as there are two classes of Members, the cumulative voting provisions herein shall be interpreted to allow the Class A Members to elect not less than one (1) Director. Cumulative voting shall cease when the Class B membership is converted to Class A membership as provided in the Articles of Incorporation and the Declaration.

Directors need not be Members of the corporation. The Declaration and these Bylaws provide for a period of control of the Association by the Declarant. Such control shall include allowing the Declarant to appoint or remove Members of the Board of Directors of the Association until the Turnover Meeting.

6.2 Powers. The business affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall have all of the powers set forth in the Oregon Nonprofit Corporation Act, the Articles of Incorporation, these Bylaws and the Declaration, except where the same are reserved to the Members by any of the above.

6.3 Regular Meetings. The annual meeting of the Board of Directors shall be held without notice, other than these Bylaws, immediately after, and at the same place as, the annual

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

meeting of the Members of the Association, except that notice of the time and place of a regular meeting of the Board of Directors shall be posted at a place or places on the "property" at least (3) days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform Owners of such meetings.

6.4 Special Meetings. Special meetings of the Board of Directors may be called at the request of any two Directors or at the request of the President. The person or persons authorized to call special meetings of the Board of Directors may fix the time for the holding of any special meeting of the Board of Directors.

6.5 Notice. Notice of any special meeting shall be given at least 10 days prior to such meeting to each Director at his/her home address, or by telegram. So that Lot Owners will know of such meeting, notice shall also be posted at a place or places on the property at least three (3) days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform Lot Owners of such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail, so addressed, with postage prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.6 Quorum. Attendance by a majority of Directors shall constitute a quorum for transaction of business at any meeting of the Board of Directors. If less than two Directors are present at a meeting, the Director present may adjourn the meeting from time to time without further notice except as to the date and time of the continued meeting.

6.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless a greater number is specifically required by the Oregon Nonprofit Corporation Act, the Oregon Planned Community Act, the Articles of Incorporation or these Bylaws.

6.8 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

6.9 Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of Directors, unless the Articles of Incorporation provide otherwise, and further provided that, as long as there are two classes of Members, it is the intent of these Bylaws that any vacancy occurring on the

Board of Directors be filled by a person representing the class of Members from which the Director was elected.

6.10 Removal of Directors. Whenever the best interests of the corporation may be served thereby, a Director may be removed with or without cause at a meeting called expressly for that purpose by vote of the holders of a majority of all shares then entitled to vote at an election of Directors.

6.11 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which any action on any corporate matter is taken, shall be presumed to have assented to the action taken unless written dissent to such action is filed with the person acting as Secretary of the meeting before adjournment thereof, or, unless the Director forwards such dissent by mail to the Secretary of the corporation immediately after adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

6.12 Term. The terms of all Directors shall be staggered on an annual basis to be determined at the annual meeting.

6.13 Compensation and Expenses. No Director shall receive compensation for his/her services as a Director of the corporation. Reimbursable expenses, if any, shall be paid upon approval of the Board of Directors.

6.14 Fidelity Bonds. The Board of Directors shall require that any person or entity, including, but not limited to, employees of any professional manager, who handles or is responsible for Association funds, shall furnish such fidelity bond as the Board deems adequate. The premiums on such bonds shall be paid by the Association. In lieu of a fidelity bond, the Board may purchase directors and officers insurance.

6.15 Open Meetings. All meetings of the Board of Directors shall be open to the Members.

## 7. OFFICERS AND THEIR DUTIES.

7.1 Enumeration of Officers. The Officers of the Association shall be a President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Only 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. The President shall be a Member of the Board of Directors. No other Officer shall be required to be selected from the Board of Directors.

7.2 Election of Officers. The election of Officers shall take place at the first regular meeting of the Board following the Turnover Meeting and each annual meeting of the Members  
BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

thereafter; provided, however, prior to the Turnover Meeting, the Officers may be appointed on an annual basis by the Board of Directors or by Declarant.

7.3 Term. The Officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

7.4 Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, 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.

7.5 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The Officer elected to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

7.6 Duties. The duties of the Officers are as follows:-

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall, if required by the Board, sign all written instruments on behalf of the Association;

(b) The Secretary shall act in the place and stead of the President in the event of his absence, inability or refusal to act. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal, if any, of the Association and affix it to all papers requiring said seal; serve notice of the meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as are required by the Board;

(c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year and make the same available to Members of the Association for inspection within thirty (30) days after the completion of said audit; and shall prepare an annual budget and a statement of income and expenditures and report to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members, within thirty (30) days after its completion.

(d) Checks of the Association shall be signed by the officer or officers designated by the Board.

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

8. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS AND COMMON INTERESTED DIRECTORS.

8.1 Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an Officer or Director of the Association whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the Owners for any mistakes of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association or former Officer or Director of the Association may be entitled.

8.2 Common Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant), in which one or more of the Directors of the Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for that purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for that purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he/she were not such Director or Officer of such Association or not so interested.

## 9. INSURANCE.

9.1 Insurance To Be Obtained By Association. The Association shall obtain and maintain at all times insurance, as set for herein, including insurance against fire, vandalism and malicious mischief, where applicable and appropriate, with endorsement for extended coverage, or other perils, for the full insurable replacement value of the Association property. The insurer shall be governed by the following provisions:

(a) The insurer shall waive its rights of subrogation to any claims against the Declarant, the Board of Directors, the Association, the Managing Agent, the Owners and their respective agents, employees, tenants, guests and, in the case of Owners, the members of the their households.

(b) The master policy on the Association property shall not be cancelled, invalidated, or suspended on account of the conduct of any Member of the Board, Officer or employee of the Board of the Board of Directors or the Managing Agent or Owners, without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect.

(c) The policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Board of Directors.

(d) The net proceeds of such policies shall be payable to the Association.

(e) All policies of insurance shall be written with a company licensed to do business in the State of Oregon and holding a rating of "A+" or better by the Best's Insurance Reports, or equivalent.

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

## 9.2 Coverage.

(a) Casualty. All improvements, which the Board decides should be insured, in the Common Area shall be insured in an amount to be determined annually by the Board of Directors. If determined appropriate by the Board, such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall customarily be covered with respect to similar construction as found in the Common Area, including, but not limited to, vandalism and malicious mischief.

(b) Liability Insurance. Public liability insurance shall be obtained in such amounts and with coverages as shall be required by the Board of Directors, and shall include, but not be limited to, hired automobile and non-owned automobile coverages, with a cross-liability endorsement to cover liabilities of the Owners as a group to an Owner. The Board of Directors shall review such limits once a year. It shall be the responsibility of each Owner to obtain, at his/her own expense, liability insurance with respect to his/her ownership and/or use of his/her Dwelling Unit and Lot, and the Board of Directors shall not be responsible for obtaining such insurance.

(c) In addition, the Board shall obtain the following coverages.

(i) Worker's compensation insurance meeting all the requirements of the laws of the State of Oregon, if necessary.

(ii) Directors and Officers liability insurance, if necessary.

(iii) Fidelity bond for Officers and Directors, if the Board deems such necessary.

(iv) Such other insurance as the Board of Directors shall determine from time to time to be desirable.

9.3 Premiums. Premiums for insurance policies purchased by the Association shall be assessed by the Association against the Owners as part of the Common Expenses.

9.4 Payment of Proceeds to Association. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association.

9.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner.

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds may be used by the Association for such Common Area improvements as it shall deem appropriate.

9.6 Insurance To Be Obtained By Owner. Each Owner of a Lot shall insure his Dwelling Unit at its full insurable replacement value against fire, vandalism and malicious mischief with an endorsement for extended coverage. Each Owner shall obtain from his/her insurance carrier a waiver of its subrogation rights to any claims against the Declarant, the Board of Directors, the Association, the Managing Agent, the Owners and their respective agents, employees, tenants, guests and, in the case of Owner, the members of their households.

#### 10. MEMBER'S OBLIGATIONS IN CONNECTION WITH USE OF PROPERTY.

10.1 Lawful Use. No Owner shall permit or suffer anything to be done or kept upon any Lot or the Common Area which will increase the rate of insurance on the Dwelling Units, or the contents thereof, or the Common Area, which will result in the cancellation of such insurance, or which is in violation of any law. No Owner shall permit or suffer anything to be done or kept upon any Lot or the Common Area which will obstruct or interfere with the rights of other Owners, or annoy other Owners by unreasonable noises or otherwise, nor shall any Owner commit or permit any nuisance or immoral or illegal act on any Lot or the Common Area. Each Owner shall comply with all requirements of applicable governmental authorities respecting the use and occupancy of the Lots.

10.2 Compliance with Rules. Each Owner shall pay Association dues and assessments when they are due. Each Owner shall comply with the terms of the Declaration and these Bylaws and all rules and regulations adopted and promulgated by the Board of Directors or Architectural Committee.

10.3 Use of Employees of Association. An Owner shall not require or request employees of the Association to do work on the Owner's premises or anywhere on the Project unless such work is the responsibility of the Association, and then, except in case of emergency, any such request shall be made through the Association manager, if any, or the Board.

#### 11. BOOKS AND RECORDS.

11.1 Inspection. The membership register, books of account and minutes of meetings of the Members, of the Board and of committees of the Board shall be made available for inspection and copying by any Member of the Association or by his/her duly-appointed representative at any reasonable time and for a purpose reasonably related to his/her interest as a Member, at the office of the Association or at such other place within the Planned Community as the Board shall prescribe.

11.2 Rules. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection.
- (b) Hours and days of the week when such an inspection may be made.
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

11.3 Director's Rights. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

## 12. AMENDMENTS.

These Bylaws may be amended only by the vote or written assent of the Members as follows:

- (a) So long as the Class A and Class B memberships exist, upon the vote or written assent of a majority of the voting power of each class, or
- (b) After conversion of the Class B to Class A membership, upon the vote or written assent of a majority of the total voting power of the Association including a majority of the voting power of Members other than Declarant.

Provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes or written assets prescribed for action to be taken under that clause or provision. Prior to completion of the Project by Declarant, no amendment to Section 4.3 of these Bylaws shall be effective without the prior written consent of Declarant. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## 13. NOTICES.

BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

Any written notice or other documents relating to or required by these Bylaws may be delivered either personally or by mail. If by mail, such notice or document shall be deemed to have been delivered and received five (5) calendar days after copy thereof has been deposited in the United State postal service, postage prepaid addressed as follows:

(a) If to the Association, to the address designated by the Association as its principal office address in the Articles of Incorporation.

(b) If to an Owner, or to his Tenant, then to the address of any Lot owned, in whole or in part, by his/her or to any other address last furnished by an Owner or his Tenant to the Association.


(c) If to Declarant:  
Summerfield Residential Community, LLC  
4975 Homedale Rd  
Klamath Falls, OR 97603

Provided, however, that any such address may be changed at any time by the party concerned by delivering a written notice of change of address to the Association. Each Owner of a Lot or his Tenant shall file the correct mailing address of such Owner or his Tenant with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

14. NUMBER; GENDER.

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, we, the undersigned, being the Director of SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC., hereunto set our hands this 4<sup>th</sup> day of June, 2007.

  
Randall Simonson, Director

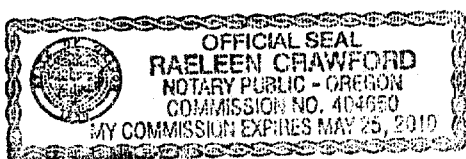
BYLAWS OF SUMMERFIELD RESIDENTIAL HOME OWNER ASSOCIATION II, INC.

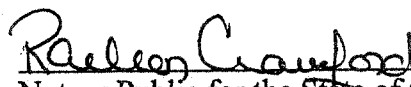
Page 14 of 14

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State of Oregon  
County of Klamath      SS

This instrument was acknowledged before me on this 4<sup>th</sup> day of June, 2007, by Randall Simonson as Director of Summerfield Residential Home Owner Association II, Inc.



  
Notary Public for the State of Oregon  
My Commission Expires 5-25-10