

**EXHIBIT A**

**HARVEST GARDEN HOMESTEAD HOMEOWNERS**

**ASSOCIATION BYLAWS**

**ARTICLE I**

**GENERAL PROVISIONS**

- 1.1 Harvest Garden Homestead Homeowners Association, Donald Oregon.** The name of the association is Harvest Garden Homestead Homeowners Association (the "Association.") The principal office of the Association shall be located at 20911 Ernst St, Donald, Oregon 97020, but meetings of Members and Board of Directors may be held within the state of Oregon, County of Marion, as may be designed by the Board of Directors.
- 1.2 Definitions.** The terms capitalized or used in these Bylaws shall have the meanings outlined in the Association's Declaration of Covenants, Conditions, and Restrictions.
- 1.3 Fiscal Year.** The fiscal year of the Association begins on the date of incorporation, and every subsequent year will commence on the 1st of January and end on the 31st of December.
- 1.4 Interpretation.** In the case of any conflict, the (1) provisions of state law, (2) the Association's Declaration, (3) Articles of Incorporation, and (3) these Bylaws shall prevail in that order.
- 1.5 Corporate Seal.** The Association shall provide a suitable seal in a form approved by the Board.
- 1.6 Delegation of Use.** Any Owner may delegate their right of enjoyment of the Common Areas and Limited Common Areas to family members, tenants, invitees, and guests, whose use shall be subject to this Declaration and the Rules and Regulations adopted under this Declaration.

**Article II**

**ASSESSMENTS & CHARGES**

- 2.0 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants of the Property and for the improvement, operation, and maintenance of the Common Maintenance Areas.
- 2.1 Types of Assessments.** The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, Limited Common Area Assessments, Working Fund Assessments, and Individual Assessments, all as more particularly described below.
- a. Lots Owned by Declarant** – Lots owned by Declarant shall not be subject to Annual Assessments, including assessments for reserves, Special Assessments, Limited Common Area Assessments, or Emergency Assessments until such time as an occupancy certificate is issued for the

Living Unit. Declarant, however, may defer payment of the accrued reserve assessments for a Lot from the time a Lot is conveyed.

**b. Owned Lots** – All Lots other than Lots owned by Declarant shall be subject to assessment and shall pay an equal share of the Annual Assessments, Special Assessments, and emergency Assessments. The Declarant may elect to delay collection of Annual Assessments against all Lots, but in such case, shall pay all common expenses of the Association until such Assessments commence.

**2.2 Leasing and Rental of Living Units.** No Owner may lease or rent their Living Unit for fewer than 6 months. All leases or rentals shall be by the written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Rules and Regulations, Articles of Incorporation, and Bylaws of the Association and that any failure by the lessee or tenant to comply with the terms shall be a default under the lease. Suppose the Board of Directors finds the lessee or tenant has violated any provision of such documents or the Rules or Regulations. In that case, the Board may require the Owner to terminate such lease or rental agreement.

**2.3 Violation of General Protective Covenants.** In the event that any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the Declaration's provisions or violates any provision of this Declaration, the Bylaws, or the Rules and Regulations. The Association acting through its Board of Directors, shall notify the Owner of the Lot in writing of any such specific violations. If the Owner is unable, is unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard as provided within fifteen (15) days after issuing written notice to the Owner, then the Association acting through its Board of Directors shall have the right to do any of the following:

a. Assess reasonable fines against such Owners, based upon a resolution adopted by the Board of Directors that is delivered to each Lot, mailed to the mailing address of each Lot, or mailed to the mailing address designated by the Owner of each Lot in writing, which fines shall constitute Individual Assessments for purposes of this Declaration;

b. Enter the offending Lot and remove the cause of the violation, or alter, repair, or change the item that violates this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Operations fund as an Individual Assessment, provided that not items of construction shall be altered or demolished in the absence of judicial proceedings;

c. Cause any vehicle parked in violation of this Declaration or of the Rules and Regulations to be towed and impounded at the Owner's expenses

d. Suspend the voting rights, any utility services paid for out of Assessments, and the right to use the Common Areas for the period that the violations remain unabated, provided the Association shall not deprive any Owner of access to and from his Living Unit; and

e. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

**2.4 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Declaration and the Association Bylaws. Such Assessments and charges, together with any interest, late charges, expenses, or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such Assessments, charges, and other costs shall also be the personal obligation of the person who was the owner of such a Lot when the Assessment or charge fell due.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

**3.1 Annual Meetings.** The Association's annual meeting of the Members shall be held each year at such place and time as the Board of Directors may designate. The purpose of the annual meeting shall be to elect a board of directors, update the members on previous and future community plans, and make decisions regarding the association and any other association affairs that may come up. Notices of meetings shall be mailed to all Members of the Association at least 15 days before the meeting.

**3.2 Special Meetings.** Special meetings of the Members may be called by the President, the Board of Directors, or written request of the majority of Association members at any time. The purpose of the meeting shall be stated in the call to the meeting, and at least 7 days written notice shall be given.

**3.3 Eligibility to Vote.** All Members must be current and in good standing with the Association to be entitled to (1) vote, (2) hold elective or appointive office, and (3) serve on committees as may be established.

**3.4 Quorum.** 25% of the Members of the Association shall constitute a quorum.

**3.5 Proxies.** Members of the Association may vote in person or by proxy in all meetings of Members except board elections. Every proxy shall be in writing, signed by the Member or his attorney-in-fact, and filed with the association secretary three days before the scheduled meeting. No proxy shall be valid effective for a period longer than 30 days at any one (1) time unless earlier revoked by the Member, except as otherwise provided by law.

### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

**4.1 Composition.** The Association's Board of Directors shall be composed of elected officers. The total number of directors to constitute the entire board shall equal nine (9), not less than five (5). As

used in these Bylaws, "entire board" means the total number of directors the Association would have if there were no vacancies.

**4.2 Powers.** The Board of Directors shall have all the powers and rights necessary to administer the Association's affairs and perform the Association's responsibilities and exercise its rights as outlined in these Bylaws, the Declaration, and the Articles provided that such rights and powers are not inconsistent with the provisions of state laws and limited by the requirements of the Association's Declaration. In particular, but not limited to, the Board of Directors shall have the power to:

- a) Manage, control, and restrict the use of the Common Areas of the community and the conduct of the Association Members and their guests by adopting and publishing rules and regulations and establishing monetary penalties to enforce any lack of compliance.
- b) Suspend a Member's voting rights and the right to use the Common Areas if a Member is in default of any assessment payment due and owing to the Association or for lack of compliance with the Association's published rules and regulations;
- c) Exercise all powers and duties not reserved to the Membership and authorized by these Bylaws, Articles of Incorporation, or the Declaration;
- d) Create a vacancy of the office of a Member of the Board of Directors in the event of a Board Member's three (3) consecutive unexcused absences from the regular meetings of the Board of Directors and any Special Meetings called by the Board of Directors.
- e) Employ and supervise managers, attorneys, independent contractors, or such other employees as the Board of Directors may deem necessary to perform its functions
- f) Any additional or different powers, duties, and obligations necessary or desirable for carrying out the Association's function pursuant to the Declaration and for the general benefit of the Owners within the Property.
- g) The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with its provisions and changes to the Articles of Incorporation or Bylaws of the Association.

**4.3 Duties.** It shall be the Board of Directors' responsibility to:

- A. Maintain a complete and detailed record of all the Association's transactions and acts and furnish said documents to the Members when such records are requested in writing by Members who are entitled to vote;
- B. Supervise the Association's officers, employees, and volunteers to ensure the proper and ethical performance of the assigned duties;
- C. As for fully provided in the Declaration, to:
  - 1. Impose the contractual maintenance and other assessments against each Lot/Unit;

2. Send written notice of each assessment to all Members of the Association;
3. Issue, or cause an appropriate officer to issue, upon demand by a Member disclosure packet under state law;
4. Maintain adequate liability and hazard insurance on all property owned by the Association;
5. Indemnify a past or present director, officer, or Committee Member of the Association to the extent such indemnity is required or permitted by state law, the Articles, the Declaration, or these Bylaws;
6. Ensure the Common Areas are maintained and impose fines for noncompliance.

**4.4 Compensation.** No director or officer shall receive compensation for their services. However, by resolution, the Board of Directors may be reimbursed for actual expenses incurred in the performance of their duties.

**4.5 Removal of Directors.** Any or all of the directors may be removed for cause by vote of the Members or by the board's action. Directors may be removed without cause only by vote of the Members.

**4.6 Resignation.** A director may resign at any time by giving written notice to the Board of Directors, and the resignation shall take effect upon receipt of said notice unless stated otherwise.

## **ARTICLE V**

### **MEETING OF THE BOARD OF DIRECTORS**

**5.1 Regular Meeting.** A regular meeting of the board shall be held each month.

**5.2 Special Meetings.** Special meetings may be called by the president and shall be called upon the written request of a majority of the Board of Directors members. The purpose of the meeting shall be stated in the call, and at least seven (7) days of written notice shall be given.

**5.3 Quorum of Directors.** A majority of the members of the entire Board shall constitute a quorum.

**5.4 Action of the Board.** The act of the Board of Directors shall be valid if the required quorum is present at the time of the vote unless otherwise required by law. Each director present shall have one vote regardless of the number of lots/units they may own.

**5.5 Notice of Meetings.** Regular board meetings may be held without notice at such time and place within the State of Oregon, Marion County, as it may from time to time determine.

**5.6 Action Without Meeting.** An action that is required or permitted to be taken by the Board of Directors or the committee under these Bylaws, the Articles of the Declaration, may be taken without a

meeting only if the action is approved in writing and a resolution is adopted authorizing the action. The written consent and resolution shall be filed with the minutes of the proceedings and the Association's records.

**5.7 Interim Board; Turnover Meeting.** The declarant shall have the right to appoint an interim board of one to four directors, who shall serve as the Board of Directors of the Association until replaced by the Declarant or until their successors take office at the Turnover Meeting. The declarant shall call a meeting of the Association to turn over administrative responsibility for the Property to the Association not later than 90 days after the tenth home is conveyed. Interim directors shall resign, and their successors shall be elected by the Owners, as provided in this Declaration and in the Bylaws of the Association.

## **ARTICLE VI**

### **OFFICERS AND THEIR DUTIES**

**6.1 Officers.** The officers of the Association shall be the president, a vice president, a secretary, and a treasurer.

**6.2 Term of Office.** Officers shall assume their duties at the close of the meeting at which they are elected. Officers shall serve for a term of three (3) years or until their successors are elected. No officers shall serve more than three (2) consecutive terms in the same office.

**6.3 Vacancy in Office.** The Board of Directors shall temporarily fill a vacancy in any office except President until the next election of the Board.

**6.4 Removal and Resignation.** Any officer elected or appointed by the board may be removed by the board with or without cause. In case of an officer's death, resignation, or removal, the board, at its discretion, may elect or appoint a successor to fill the unexpired term.

**6.5 Duties.** Officers shall perform the duties provided in this section and other duties prescribed for the office in these Bylaws.

A. **President.** The president shall be the corporation's chief executive officer and shall preside at all meetings of the Members and the board to ensure that all orders and resolutions of the board are carried into effect.

B. **Vice-Presidents.** During the absence or disability of the President, the Vice-President shall have all the powers and functions of the President and perform such duties as the board shall prescribe. The Vice President shall:

1. Be responsible for preparing and making available a list of Association Members entitled to vote, indicating the names and addresses at each membership meeting
2. Perform such other duties as are given by these Bylaws or as from time to time are assigned by the board or the President

3. Attend all meetings of the Association;

C. **Secretary.** The Secretary shall:

1. Attend all meetings of the Association;
2. Record all votes and minutes of all proceedings in a book to be kept for that purpose;
3. Give or cause to be given notice of all meetings of Members and special meetings of the board;
4. Keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the board;
5. Maintain all the Association documents and records properly and safely as required by state law; and
6. Perform such other duties as may be prescribed by the board.

D. **Treasurer.** The Treasurer shall:

1. Oversee the management and reporting of the Association funds, and arrange for annual audits of Association funds.
2. Maintain complete and accurate accounts of receipts and disbursements in the Association books; books are kept readily available for all members of the Board of Directors to review.
3. Deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the board;
4. Disburse the funds of the Association as may be ordered or authorized by the board and preserve proper vouchers for such disbursements;
5. Prepare, or cause to be prepared, the annual benefit report;
6. Render to the President and board at the regular meetings of the board, or whenever they require it, an account of all transactions as Treasurer and of the financial condition of the Association;
7. Render a full audited financial report at the annual meeting of the Members if so requested;
8. Be furnished by all Association officers and agents upon request, with such reports and statements as required as to all financial transactions of the Association; and
9. Perform such other duties as are given by these Bylaws or as from time to time are assigned to him by the board or the President.
10. Set up accounts for double signatures on any expense paid by the Association over \$1,000 per occurrence.

**6.6 Elections.** The officers shall be elected at the annual meeting.

## **ARTICLE VII**

### **COMMITTEES**

The Board of Directors may designate from among its members an executive committee, Architectural Review Committee, and other committees, each consisting of at least one or more directors, by resolution adopted by a majority of the entire board. Each such committee shall serve at the pleasure of the board.

## **ARTICLE VIII**

### **BOOKS AND RECORDS**

The Association's books, records, and documents shall at all times, during reasonable business hours, be subject to inspection by any Member at the association's principal office, where copies may be reasonably priced. Furthermore, all outgoing officers, directors, employees, or committee members must relinquish all official documents, records, and any materials and property of the Association in their possession or under their control to the newly elected members within 20 days after the election.

## **ARTICLE VIII**

### **AMENDMENTS**

**8.1 Amendment.** These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

**8.2 Conflict.** In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control. The Articles shall handle any conflict between the Articles and these Bylaws. Federal and State law shall always prevail.

**8.3 Effective Date.** Amendments to these Bylaws are effective upon their approval in the manner set forth above unless a later effective date is specified therein.

**8.4 Termination.** The Association may be dissolved only as provided in the Articles of Incorporation. The Association shall be dissolved upon the termination of the Declaration as provided therein. Upon dissolution of the Association, the Association's obligations are automatically assumed by the Owners, in addition to any direct obligations the Owners may have to the Association pursuant to the Declaration.

IN WITNESS WHEREOF, we, being all of the Directors of the Association, have hereunto set our hands this \_\_\_ day of \_\_\_\_\_ 2022.

By: \_\_\_\_\_



Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

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