

**BYLAWS  
OF  
QUAIL RUN HOMEOWNERS' ASSOCIATION**

**ARTICLE 1**

**RELATIONSHIP TO DECLARATION; DEFINITIONS**

1.1. Definitions. The terms herein shall have the same meaning as set forth in Article II of the most recently recorded Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quail Run Cluster Subdivision ("Declaration"). All references herein to the Declaration shall be to that document.

1.2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property, the Quail Run Homeowners' Association ("Association") and the entire management structure thereof.

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

1.4. Conflicts Between Declaration and Bylaws. The provisions of these Bylaws shall be construed, to the extent possible, to be consistent with the Declaration. To the extent that they cannot be so construed, the provisions of the Declarations shall prevail.

1.5. Acceptance and Ratification of Bylaws. The acquisition, occupancy or rental of any of the Lots of the Property or the mere act of occupancy of any said Lots will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.6. Applicability of Robert's Rules of Order. Meetings of the members of the Association and Board of Directors of the Association shall be conducted in accord with Robert's Rules of Order Revised.

**ARTICLE 2**

**ASSOCIATION MEMBERSHIP, VOTING,  
MAJORITY OF OWNERS, QUORUM, PROXIES**

2.1. Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such

conveyance or contract shall automatically be a member of the Association, and shall remain a member of said Association until such time as such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the property, Lot ownership shall be determined from the records maintained by the Association. The Declarant shall be the Owner of all previously unsold Lots, although no deed or land sale contract, with respect to such Lots, has been filed with the Association.

2.2. Voting Rights; Majority of Owners. Voting rights and majority of owners shall be as set forth in the Declaration.

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

2.4. Place of Meetings. Formal meetings of the Association shall be held at the principal office of the Property or such other suitable place convenient to the Owners as may be designated by the Board of Directors. Any vote taken by written ballot shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots. Each Owner 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.

2.5. Transitional Advisory Committee. The Declarant or Owners shall form a Transitional Advisory Committee as provided at Section 4.10 of the Declaration.

2.6. Turnover Meeting. The Declarant shall call a turnover meeting pursuant to Section 4.11 of the Declaration.

2.7. Annual Meetings. The first annual meeting of the Association shall be held in the calendar year following the calendar year in which the turnover meeting is held and shall be set by action of the Board of Directors. The date for this meeting, at the discretion of the Board of Directors, may be changed from time to time, but must be held annually under the rules and regulations as set out in the Bylaws. At such meetings, new members of the Board of Directors shall be elected by the Owners in accordance with the requirements of Section 3.8 of these Bylaws, to replace those directors whose terms have expired. The Owners may also transact such other business of the Association as may properly come before them.

2.8. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by twenty-five percent (25%) or more of the Owners having been presented to the Secretary. All meetings called because of petition of Owners shall be held at a formal gathering and not by ballot, and shall be held within sixty (60) days after receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the Owners of the Lots or as otherwise set out in these Bylaws.

2.9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting by ballot, stating the purpose thereof and the time and place where it is to be held, to each Owner of record at least seven (7) but not more than fifty (50) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the Owner's address last given the Secretary in writing by the Owner or his or her vendee. If Lot ownership is split or the Lot has been sold on a contract, notice shall be sent to a single address of which the Secretary has been notified in writing by such parties. If no address has been given the Secretary in writing, then mailing to the Lot address shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice legally served.

2.10. Adjourned Meetings. If any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than ten (10) days from the time the original meeting was called. The adjournment provisions of this Section do not apply to meetings by ballot.

2.11. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

## ARTICLE 3

### BOARD OF DIRECTORS

3.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be an Owner or the co-owner of a Lot. An officer or employee of a corporation, or the trustee of a trust, or personal representative of an estate, or an employee of the trust or estate may serve on the Board of Directors, if the corporation, trust or estate owns a Lot.

3.2. Powers and Duties. The Board of Directors may do all acts necessary for the administration of affairs of the Association except those that are specifically required by the laws of the State of Oregon, the Declaration or these Bylaws to be done only by the Owners.

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

3.3.1. Care, upkeep and supervision of the Common Area.

3.3.2. Establishment and maintenance of any reserve accounts authorized by the Declaration or these Bylaws.

3.3.3. Designation and collection of annual assessments from the Owners, in accordance with these Bylaws and Declaration.

3.3.4. 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.

3.3.5. Obtaining and maintaining insurance policies and payment of premiums for those policies out of the common expense funds for insurance obtained pursuant to Article 11 of the Bylaws.

3.3.6. Designation and dismissal of the personnel necessary for the maintenance and operation of the Property.

3.3.7. Adoption and amendment of administrative rules and regulations governing the details of operation and use of the Common Area. Provided, however, any such rules or regulations shall always be subject to rescission or amendment by the Association upon majority vote of Owners present at any properly called meeting.

3.3.8. Causing the Association to maintain copies suitable for duplication of the following: Declaration, Bylaws, Association rules and regulations and any amendments thereto, the most recent annual financial statement and the current operating budget of the Association.

3.4. Limited Authority. The Board of Directors shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the owners other than the Declarant:

3.4.1. Incurring aggregate expenditures for capital improvements to the Common Area of any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.4.2. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.4.3. Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

3.5. Income Tax Returns; Determination of Fiscal Year.

3.5.1. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

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

3.6. Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.3. The manager's employment term is subject to provisions of the Declaration.

3.7. Interim Board and Officers. The Declarant hereby reserves administrative control of the Association until the Turnover Meeting. The Declarant, in his or her sole discretion, shall have the right to appoint and remove members of an interim Board of Directors and interim officers. The interim Board of Directors shall consist of three members.

3.8. Election and Term of Office. At the turnover meeting of the Association, the term of office of two (2) Directors shall be fixed for two (2) years. The term of office of three (3) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the turnover meeting, upon agreement by vote of the Owners, the Board of Directors may be elected by a single ballot with each Owner permitted to vote for five (5) nominees. In such event, the two (2) nominees receiving the highest number of votes shall be the two (2) year Directors and the three (3) nominees receiving the next highest number of votes shall be the one (1) year Directors. The Association may increase or decrease the number of Directors and length of terms for which each is elected upon amendment of this section and Section 3.1. Upon the expiration of a Director's term the Director may be re-elected or a new director elected.

3.9. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

3.10. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners and a successor may be then and there elected to fill the vacancy thus created. Provided however, the notice of meeting shall specifically indicate that the removal of one or more named directors is an agenda item for such meeting: Any Director whose an opportunity removal has been proposed by the Owners shall be given to be heard at the meeting. Any Director or Directors who fail(s) to attend three (3) successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one third (1/3) of the Board of Directors meetings during a twelve (12) month period which have been properly called, may be removed by a majority of the remaining Directors.

3.11. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally hold such meeting, providing a majority of the newly elected Directors are present.

3.12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

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

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

3.15. Action Without Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if the actions are taken by all members of the Board of Directors. The action shall be evidenced by one or more written consents described in the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken.

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

3.17. Board of Directors Meetings Open to All Association Members. All meetings of the Board of Directors shall be open to any and all members of the Association. Provided, however, no Association member shall have a right to participate in the Board of Directors meetings unless such member is also a member of the Board of Directors. The President shall have authority to

exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

3.18. Notice to Association Members of Board of Directors Meetings. For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place at the recreation building at least three (3) days prior to the meeting or notice shall otherwise be provided to each member of the Association reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Owners.

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

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

#### **ARTICLE 4**

#### **OFFICERS**

4.1. Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

4.2. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the board.

4.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the Board of Directors.



4.4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

4.6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

4.7. Directors as Officers. Any Director may be an officer of the Association.

## ARTICLE 5

### OBLIGATIONS OF THE OWNERS

5.1. Assessments. All Owners are obligated to pay assessments imposed by the Association in accordance with the Declaration in order to meet all the Association's general common expenses as those are set forth in the Declaration.

5.2. Initial Assessment. The initial assessment to Owners shall be based on a budget determined by the Declarant.

## ARTICLE 6

### USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

Failure by an Owner (his family, invitees or lessees) to comply with the rules of conduct and restrictions set forth in the 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. In addition to the restrictions and rules of conduct set forth in the Declaration, the following shall apply:

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

6.2. Domestic Animals. The Board of Directors shall have the right to require any Owner to remove any pet that is a nuisance or that interferes with the right to the quiet enjoyment by the owner and occupants of the Development. Any dispute arising out of this Section shall be decided by a majority of the Board of Directors. Any decision of the Board on this matter shall be binding upon the member or members affected.

6.3. Appearance of Living Units. No Owner will cause anything to be hung, displayed, or placed on the walls, doors, windows, roof or exterior of any Living Unit or otherwise change the appearance of any Living Unit without compliance with the Declaration and Bylaws. One sign consistent with Section 7.2 of the Declaration is allowed.

6.4. Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use will be made of the Property nor any part of it; all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Property will be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

6.5. Trash Collection and Storage. No trash or unsightly material shall be dumped or stored upon any Lot or any of the Common Area. All trash and trash cans shall be concealed behind such structures as may properly be built pursuant to the Declaration, and may be left outdoors only for the period reasonably required for collection and removal.

6.6. Use of Recreation and Common Facilities. All recreational areas and other Common Areas are provided for the use of the Owners and their guests. Rules and regulations may be adopted by the Board of Directors, setting out the hours the various facilities will be available for use, and the conditions attendant thereto. Compliance with such rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.

6.7. Additional Rules. Rules and regulations concerning other use of the Property may be made and amended from time to time by the Board of

Directors. Copies of such rules and regulations will be furnished to all Owners and residents of the Development, upon request.

#### **ARTICLE 7**

#### **INSURANCE**

The Board of Directors shall obtain and maintain at all times insurance of the type and kind as provided in the Declaration. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing a master policy.

#### **ARTICLE 8**

#### **AMENDMENT**

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, no amendment of the Bylaws may effect an amendment of the Declaration or the Articles of Incorporation without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act. Provided further no amendment deleting or affecting any right of the Declarant may be adopted without the prior written consent of the Declarant.

#### **ARTICLE 9**

#### **RECORDS AND AUDITS**

9.1. General Records. The Board of Directors and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall maintain a list of Owners entitled to vote at meetings of the Association and a list of all mortgagees of Lots. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

9.2. Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Area, itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be

available for examination by the Owners and mortgagees at convenient hours of weekdays.

9.3. Payment of Vouchers. The Treasurer shall pay all vouchers up to \$1,000 signed by the President, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of \$ 1,000 shall require the signature of the President. Provided, however, any withdrawal from reserve accounts shall require the signature of two board members or one board member and an officer of the Association who is not a board member.

9.4. Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Owners and to all mortgagees of Lots within ninety (90) days after the end of each fiscal year. 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.

9.5. Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Lot, the Owner shall promptly inform the Secretary or manager of the name and address of said vendee, mortgagee, lessee, or tenant.

## ARTICLE 10

### COMPLIANCE

In the event any of the provisions herein conflict with the provisions of the Oregon Revised Statutes as they pertain to nonprofit corporations, the statutory provisions shall apply.

## ARTICLE 11

### INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint

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

## **ARTICLE 12**

### **ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS**

Owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect any delinquent unpaid assessments. In addition to the monthly assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed pursuant to ORS 94.630(4)(j)-(L). In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Declaration, Bylaws of the Association, the Owner or Owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

## **ARTICLE 13**

### **MISCELLANEOUS**

13.1. 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 or her from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the Owner's Lot.

13.2. 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.

13.3. 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 of reference and shall in no way limit any of the provisions of these Bylaws. It is hereby certified that these Bylaws have been adopted by The Fogelstrom Company, LLC, Declarant of the Association, and will be recorded in the Deed Records of Lane County, Oregon

DATED this \_\_\_ day of \_\_\_\_\_ 1998.

Quail Run Homeowners' Association

By: \_\_\_\_\_  
Its: President

[CORPORATE NOTARY]

**AMENDMENT TO BYLAWS  
OF  
QUAIL RUN HOMEOWNERS' ASSOCIATION**

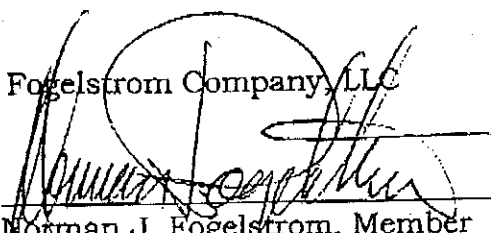
Pursuant to Article 8 of the Bylaws of the Quail Run Homeowners' Association ("Bylaws"), the undersigned, as owner of a majority of lots in Quail Run Cluster Subdivision-Phase I, adopts the following amendment to the Bylaws:

Paragraph 6.3 is amended to read in its entirety:

6.3. Appearance of Living Units. No Owner will cause anything to be hung, displayed, or placed on the walls, doors, windows, roof or exterior of any Living Unit or otherwise change the appearance of any Living Unit without compliance with the Declaration and Bylaws. Any sign advertising property for sale, lease, exchange or giving notice of an open house, which is displayed to public view, is subject to approval by the Board of Directors of the Association and may be removed by the Association if deemed detrimental to the appearance of the Property.

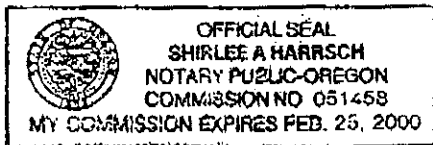
IN WITNESS WHEREOF, the undersigned majority owner has executed this Amendment to Bylaws of Quail Run Homeowners' Association on this 23, day of June, 1999.

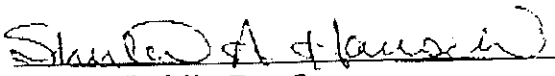
The Fogelstrom Company, LLC

By:   
Norman J. Fogelstrom, Member

STATE OF OREGON     )  
  ) ss.  
County of Lane        )

The foregoing instrument was acknowledged before me this 23 day of June, 1999 by Norman J. Fogelstrom, as member of The Fogelstrom Company, LLC.



  
Notary Public For Oregon  
My commission expires: 2/25/00

**AMENDMENT TO BYLAWS  
OF  
QUAIL RUN HOMEOWNERS' ASSOCIATION**

Pursuant to Article 8 of the Bylaws of the Quail Run Homeowners' Association ("Bylaws"), the undersigned, as owner of a majority of lots in Quail Run Cluster Subdivision-Phase I, adopts the following amendment to the Bylaws:

Section 6.8 is amended to read in its entirety:

6.8. Signs Advertising Property for Sale, Lease or Exchange. Signage of Lots owned by other than Declarant will be limited to signs and signholders designed and created or purchased by the Association with the following specifications:

- (a) The signs, signholders and flyerholders will be purchased by the Association.
- (b) The signs, signholders, and flyerholders will be constructed of wood and painted in off-white, hunter green and maroon colors. A sketch is attached.
- (c) The sign will accommodate a separate attachable sign that allows a name, company name, and phone number to be displayed. The homeowner must submit to the Association the sign information for the attachable sign if such a sign is desired. The homeowner must allow the Association two weeks for the attachable sign to be completed. A cost estimate for the sign will be given to the homeowner and is due prior to placement of the order by the Association.
- (d) Flyers may be located in the flyerholder only and provide information pertaining only to price, home features, and terms for purchase of the home. The flyers shall be subject to review and approval by the Association.
- (e) The location of signs shall be determined by the Association. The homeowners must receive approval from the Association prior to posting a sign. If it is necessary for the Association to assist in erecting a sign, a reasonable charge to homeowner may be assessed by the Association.



- (f) A sign and flyers may be posted for a period of six months. Posting may be renewed for an additional six months if the homeowner has displayed a willingness and bona fide effort to sell the home.
- (g) Sign checkout will be subject to a deposit which shall be fully refundable upon the return of the sign and flyerholder in the condition it was received by the homeowner.
- (h) If the homeowner would like to conduct an open house, the homeowner must use the open house signs made available through the Association. The open house sign must be attached to the signholder per the sketch attached.
- (i) The signing described herein for the sale, lease or exchange of previously-owned lots is exclusive. No additional means to attract attention, including but not limited to balloons, streamers, pennants or banners, are allowed.

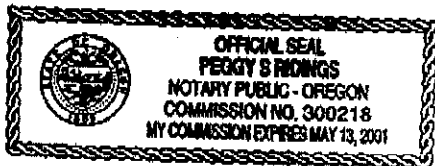
IN WITNESS WHEREOF, the undersigned majority owner has executed this Amendment to Bylaws of Quail Run Homeowners' Association on this 27 day of Sept, 1999.

The Fogelstrom Company, LLC

By: *Norman J. Fogelstrom*  
 Norman J. Fogelstrom, Member

STATE OF OREGON     )  
   ) ss.  
 County of Lane        )

The foregoing instrument was acknowledged before me this 27 day of Sept, 1999 by Norman J. Fogelstrom, as member of The Fogelstrom Company, LLC.



*Peggy S. Ridings*  
 Notary Public For Oregon  
 My commission expires: 5-13-01