

**BY-LAWS  
OF  
MOSSY TREE PARK HOME OWNERS ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the Corporation is Mossy Tree Park Home Owners Association, hereinafter called the "Association." The principal office of the Corporation shall be located at 4552 SE 17th Court, Gresham, Oregon and the mailing address of the Corporation shall be P.O. Box 3412, Gresham, Oregon 97030. Meetings of members and directors may be held at such places within the State of Oregon as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1: "Association" shall mean and refer to Mossy Tree Park Home Owners Association, its successors and assigns, or, in the event Mossy Tree Park Homeowners Association, Inc., or its successors and assigns are not in existence, then the owners of Lots comprising the properties.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use of the members of the Association.

Section 4: "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision Plat of the property with the exception of the Common Area.

Section 5: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers.

Section 7: "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions" applicable to the properties as executed by Declarant on this 22nd day of January, 1973 and as subsequently amended.

**ARTICLE III  
MEMBERSHIP**

Section 1: Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to assessment by the Association, including contract purchasers, shall be members of the Association. The foregoing is not intended to include

persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2: Suspension of Membership: During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

## ARTICLE IV

### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1: Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, providing such persons then reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2: Irrespective of the fact that Section 3(b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall be exercised as to members only upon written approval of two—thirds (2/3) of the entire membership. The foregoing notwithstanding, reasonable fees may be charged for parking privileges and for the use of any swimming pool and private functions in any community building (private parties, receptions, etc.).

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1: Number - The affairs of this Association shall be managed by a Board of not less than five (5) nor more than nine (9) directors, who shall be members of the Association.

Section 2: Election - The members shall elect such number of directors as are then in office whose terms expire at the end of such year. Each director so elected shall be deemed elected for a term of three years, the intent being that one-third (1/3) of the directors shall rotate off each year.

Section 3: Removal - Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be appointed by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4: Compensation - No director shall receive compensation for any service he may render

to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5: Action taken without a Meeting - The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval, by postal, electronic or facsimile means, of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1: Regular Meetings - Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on a day to be determined by the Board.

Section 2: Special Meetings - Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each Director.

Section 3: Quorum - A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination - Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

Section 2: Election - Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Should the number of nominees be the same as the number of positions to be elected, the president may declare the nominees elected. Cumulative voting is not permitted.

ARTICLE VIII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers - The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2: Duties - It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; as hereinafter provided in Article XII, and
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) Issue, or to cause an appropriate officer to issue, upon demand, by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the Common Area, including the recreational facilities, plantings, trees and landscaping thereon, to be maintained;
- (g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE IX

### COMMITTEES

Section 1: The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws.

In addition, the Board may appoint such other committees as may be deemed appropriate in carrying out its purpose, such as:

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association, and shall perform such other functions as the Board, in its discretion, determines;

(b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion, determines;

(c) A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association; and

(d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its annual meeting, as provided in Article XI, Section 8(d). The Treasurer of the Association shall be an ex officio member of the Committee.

Section 2: It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1: Annual Meetings - The annual meeting of the members shall be held on the first Thursday in October of each year at the hour of 7:30 p.m. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on a day to be determined by the Board of Directors which is not a legal holiday.

Section 2: Special Meetings - Subject to the provisions of Article XV of the Articles of Incorporation of Mossy Tree Park Home Owners Association, and of Article VI, Sections 3(b) and 4 of the "Declaration," special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3: Notice of Meetings - Subject to the provisions of Article XV of the Articles of Incorporation of Mossy Tree Park Home Owners Association, and at Article VI, Sections 3(b) and 4 of the "Declaration" written notice of each meeting of the members shall be given by, or at

the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, 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, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum - Subject to the provisions of Article XV of the Articles of Incorporation of Mossy Tree Park Home Owners Association, and of Article VI, Section 6 of the "Declaration," the presence at the meeting of members entitled to cast, or of proxies entitled to-cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies - At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease after one year or upon conveyance by the member of their Lot.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Offices - The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, who may or may not be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers - The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term - The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4: Special Appointments - The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: 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.

Section 6: 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 replaces.

Section 7: Multiple Offices - The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties - The duties of the officers are those generally prescribed and as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and may co-sign all checks and promissory notes

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep any corporate seal of the Association and affix it on all papers requiring said seal; serve notice of 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 required by the Board.

Treasurer

(d) 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII

ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessment - As provided by the Declaration, each member is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges (based upon a calendar year), and
- (b) Special assessments for capital improvements.

The annual and special assessments, together with such interest thereon and costs of collection

thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. If such Lot is being sold on Contract, the personal obligation for an assessment shall be that of the Contract Purchaser.

(c) A one-time assessment of **\$ 1,500.00** to be levied on all home purchases in Mossy Tree Park. **Such assessment will apply to all homes for which the sale is completed after December 31, 2022.** This assessment is to be paid by the buyer of the home. The above assessment will be applied to the Mossy Tree Park HOA capital improvement and/or maintenance fund. **The use of the Mossy Tree Park HOA capital improvement and/or maintenance items will require the approval of the Mossytrees Park HOA Board of Directors.**

Section 2: Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the properties, services and facilities of the Common Area.

Section 3: Basis and Maximum of Annual Assessments - There shall be an annual assessment per lot which **as of January 1, 2024 is \$ 440.00** (25% billed each quarter). The amount of such maximum annual assessment per lot may be increased each year by the Board of Directors of the Association by no more than 6% above the maximum assessment for the previous year without a vote of the membership of the Association.

The maximum annual assessment may be increased above 6% by an affirmative vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements - In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.



Section 5: Uniform Rate - Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Section 6: Quorum for any Action Authorized under Sections 3(b) and 4 of Article XII - At the first meeting called for the purposes set forth in Sections 3(b) and 4 of this Article, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3(b) and 4, aforesaid, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Date of Commencement of Annual Assessments: Due Dates - The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time, furnish a Certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. Such Certificate shall be conclusive evidence of payment of any assessment therein stated.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association.- Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of 8% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot on account of which it is assessed, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages - The lien of the assessments provided for herein, shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien.

Section 10: Exempt Property - The following property subject to the Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority; and
- (b) Any Common Area.

## ARTICLE XIII

### BOOKS AND RECORDS

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

ARTICLE XIV  
AMENDMENTS

Section 1: 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.

Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September of the following year.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Mossy Tree Home Owners Association, an Oregon Corporation, and THAT the foregoing Bylaws constitute the revised Bylaws as adopted at a meeting of the membership at which a quorum was present on October 6, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of said Association on this 21<sup>st</sup> day of November, 2022.

/s/ Terry Michael

Secretary

IN WITNESS WHEREOF,

We, being all of the Directors and the elected secretary of the Mossy Tree Park Home Owners Association, have hereunto set our hands this 21<sup>st</sup> day of November, 2022.