

**BYLAWS
OF
DRIFTWOOD POINTE ESTATES HOMEOWNERS ASSOCIATION**

ARTICLE I: Introduction

- A. **Name and Location.** These are the Bylaws of the Driftwood Pointe Estates Homeowners Association (hereinafter the Association). Driftwood Pointe Estates Subdivision (hereinafter the Subdivision) is located in Harbor, Curry County, Oregon and has been organized under that Declaration of Covenants, Conditions and Restrictions for Driftwood Pointe Estates, recorded as Instrument Number _____, pages _____, records of Curry County, Oregon, to create a planned community pursuant to ORS 94.550 et. seq. (Oregon Planned Community Act). The location of the Subdivision is more specifically described in the Declaration.
- B. **Principal Office.** The initial principal office of Association shall be located at 1502 Braemar Court, West Linn, Oregon 97068. The office location may change from time to time as new officers are appointed.
- C. **Purposes.** This Association is formed as a non-profit corporation under the provisions of the Oregon Planned Community Act to serve as the means through which the homeowners may take action with regard to the administration, management and operation of the subdivision.
- D. **Applicability of Bylaws.** The Association, all homeowners, and all persons using the subdivision property shall be subject to these Bylaws, and to all rules and regulations, which may be promulgated hereunder. All present or future owners, mortgage holders, tenants, employees, guests, or any other person that might use the facilities of the subdivision in any manner, are subject to the regulations forth in these Bylaws.
- E. **Incorporation.** The Board of Directors *has prepared and filed* Articles of Incorporation for the Association as a non-profit corporation prior to adopting these Bylaws.
- F. **Definitions.**
1. **Adoption by Reference.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.
 2. **Percentage of Homeowners.** When a percentage of lot owners is specified herein, such percentages means the owners of that percentage of the total number of lots.
 3. **Board of Directors.** Hereinafter called Board.
 4. **Mortgage and Mortgage Holder.** As used herein, the terms "mortgage" and "mortgage holder" shall include a deed of trust and the beneficiary of a deed of trust, and the vendor under a contract of sale to the extent permitted by the Oregon Planned Community Act.

ARTICLE II: Meetings of the Association

- A. **Initial Organizational Meeting.** **The first meeting of the Homeowner's Association shall be held within 90 days after the closing of the sale of the lot that represents fifty percent (50%) of the lots of the subdivision. At the first meeting, the association members shall elect directors and transact such other business of the Association as allowed by the rules and procedures outlined in the Association Bylaws.**
- B. **Annual Meetings.** Subsequent to the initial meeting, meetings shall be held annually under the rules and regulations as set out in the Bylaws. At such meetings, directors shall be elected by the owners. The owners may also transact such other business of the Association as may properly come before them. These meetings shall be held at a location designated by the Board.
- C. **Special Meetings.** A special meeting of the Association may be called by the President or Secretary or by a majority of the Board, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the **voting Association members** stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.
- D. **Notice of Meetings.** The President or Secretary shall give notice of all meetings of the Association. A Notice shall state the time and place of the meeting and the purpose or objective for which the meeting is being called.
1. Notice shall be sent each lot owner at the electronic or postal address as it appears on the books of the Association. Notice shall be sent not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Notice shall also be provided to any first mortgage holder upon request.
 2. Any owner may waive notice of a meeting either before or after the meeting. When a meeting is adjourned for less than 30 days to a date certain, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.
- E. **Voting.** **Each lot entitles its owner(s) to one vote in the Association.** In the event of a dispute among co-owners as to how an issue should be voted, the vote shall reflect the majority position of the lot co-owners. In the event of a tie among co-owners, the vote of a particular lot will be disregarded as to that issue.
- F. **Proxies.** A vote may be cast in person or by proxy. A proxy given by a lot owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the Secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy. Every proxy shall automatically cease upon sale of the lot by its owner.
- G. **Fiduciaries.** An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any lot owned or held by him or her in such capacity. He shall satisfy the Secretary that he or she is the executor, administrator, guardian or trustee, holding such lot in such capacity.
- H. **Quorum of Voting Members.** At any meeting of the Association, fifty percent (50%) of the **members eligible to vote**, present in person or by proxy, shall

constitute a quorum. **Once a quorum is present to begin a meeting**, it cannot be broken by the subsequent withdrawal of a homeowner or owners. If there is not a quorum **to begin a meeting**, the members who are present, either in person or by proxy, may adjourn the meeting until a quorum is present.

- I. **Majority Vote**. The vote of more than fifty percent (50%) of the **voting members**—i.e., not 50% of the quorum, present in person or by proxy shall be binding upon all owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.
- J. **Order of Business**. The order of business at annual meetings of the Association shall be:
 1. Calling of the roll and certifying of proxies;
 2. Proof of notice of meeting or waiver of notice;
 3. Reading of minutes of previous meeting;
 4. Reports of Treasurer and other officers;
 5. Reports of committees, if any;
 6. Election of directors;
 7. Unfinished business;
 8. New business; and
 9. Adjournment.

ARTICLE III: Board Of Directors

- A. **Number and Qualification**. The business of the Association shall be governed by a Board of Directors composed of three (3) persons. All directors shall be owners or co-owners of lots of the subdivision. Co-owners of the same lot may not serve as directors simultaneously unless they have an interest in more than one lot. In such case, co-owners may serve as directors simultaneously based upon their ownership representation of different lots.
- B. **Election and Term of Office**. **Three (3) directors shall be elected at the Association meeting subject to Special Declarant Rights of the CC&Rs, 3.12.** The term of office of one (1) director shall be fixed for three (3) years, one(1) shall be fixed for two (2) years, and one (1) shall be fixed for one (1) year. Should more directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each director, his or her successor shall be elected to serve a term of three (3) years. Directors shall hold office until their successors have been elected and hold their first meeting. Members nominated to be elected to the Board at any meeting may be elected by a single ballot, with each owner permitted to vote for as many nominees as there are positions to be filled. In such event, the persons receiving the highest number of votes shall serve in the director positions.
- C. **Vacancies**. Vacancies in the Board caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor

is elected to fill the un-expired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose.

- D. **Removal of Directors.** At any duly called regular or special meeting of the Association, any one or more of the directors may be removed with or without cause by a majority vote of the lot owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- E. **Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the business of the Association, except such powers and duties as by law, by the Declaration, or by these Bylaws may not be delegated to the Board of Directors by the lot owners. The powers and duties to be exercised by the Board shall include, but shall not be limited to the following:
1. Determination of the amounts (common expenses) required for operation of the Association and the making of such expenditures.
 2. Collection of said amounts from the lot owners.
 3. Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.
 4. Opening of a bank account on behalf of the Association and designating the signatories required thereon.
 5. Obtaining insurance or bonds pursuant to the provisions of these Bylaws.
 6. Enforcement by legal means of the provisions of the Oregon Planned Association Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.
- F. **Regular and Special Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the directors. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of at least two directors. Pursuant to ORS 94.640(8)(a), all meetings of the Board shall be open to all lot owners or their representatives. Notice of Board meetings shall be posted at a place or places within the subdivision at least three (3) days prior to the meeting, or notice shall be provided by a method—*to include email or notice on a website*—otherwise reasonably calculated to inform lot owners of such meetings.
- G. **Emergency Meetings.** When reasonably possible, notice of any emergency meeting shall be given to each director, personally or by telephone or e-mail prior to the time named for such meeting, and shall state the time, place and purpose of such meeting. Emergency meetings may be held without notice if the reason for the meeting is stated in the minutes per ORS 94.640(b).
- H. **Waiver of Notice.** Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver by him of notice of the time and place thereof, except where a

director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the Board, no notice (to the directors) shall be required, and any business may be transacted at such meeting provided the directors have complied with **ORS 94.640**.

- I. **Quorum of Board of Directors**. A majority of the directors shall constitute a quorum for the transaction of business of the Board. The vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board.
- J. **Compensation**. No director shall receive any compensation from the Association for acting as director.
- K. **Liability and Indemnification of Directors**. The directors and officers shall not be liable to the Association for any mistake of judgment or for negligence except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved in, by reason of being or having been a director or officer. There shall be no indemnity if the director or officer is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his or her duties.
- L. **Fidelity Bonds**. The Board may require that any person 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.
- M. **Insurance**. The Board of Directors shall obtain the insurance required in Article VIII of these Bylaws. The Board shall review the Association insurance at least annually.

ARTICLE IV: Officers

- A. **Designation**. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board, *but subject to special declarant rights*. The directors may appoint a Vice-President, an assistant Secretary, and such other officers as in their judgment may be necessary. The President shall be a member of the Board, but the other officers need not be directors. All officers must *have an ownership interest of record*.
- B. **Election of Officers**. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new board and shall hold office at the pleasure of the Board. If any office shall become vacant, the Board shall elect a successor to fill the unexpired term at any regular meeting of the Board or at any special meeting of the Board called for such purpose.
- C. **Removal of Officers**. Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and his successor may be

elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

- D. **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. The President shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the lot owners as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- E. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and the minutes of all meetings of the Association. The Secretary shall attend to the giving and serving of all notices to the lot owners and directors and other notices required by law. The Secretary shall keep the records of the Association, except for those of the Treasurer, and shall perform all other duties incident to the office of secretary of the Association and as may be required by the directors or the President. In addition, the Secretary shall perform the President's duties whenever the President is absent or unable to act, unless the directors have appointed a Vice-President to perform these duties.
- F. **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Board. He or she shall disburse funds of the association upon properly authorized vouchers. The Treasurer shall perform all other duties incident to the office of Treasurer of an Association and such other duties as may be assigned by the Board.
- G. **Execution of Instruments.** All agreements, contracts, and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board, and in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President. All checks shall be signed by the Treasurer, or in his or her absence or disability, by the President. *Additionally, checks over \$2,500.00 shall be approved in writing by any one other duly appointed officer.*
- H. **Compensation.** At the discretion of the Board, the President, Secretary and Treasurer may receive compensation from the Association; however, such monthly compensation for each officer shall not exceed the monthly assessment fee—e.g., compensation will not exceed \$125.00 per month as long as the monthly assessment fee per lot is set at \$125.00 per month.

ARTICLE V: Budget and Expenses

- A. **Budget.** The Board shall, at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous over assessment and assess the common expenses to each lot owner in equal proportion. The Board shall advise each owner in writing of the amount of common expense

payable by the owner. Within 30 days of adopting the budget, the Board shall provide a summary of the budget upon which such common expenses are based to all owners, and if requested, to their mortgage holders. If the Board fails to adopt a budget, the last annual budget shall remain in effect.

- B. **Determination of Common Expenses.** Common expenses shall include:
1. Expenses of administration.
 2. Cost of insurance or bonds obtained in accordance with these Bylaws.
 3. A general operating reserve.
 4. Any deficit in common expenses from a prior period.
 5. Any other items properly chargeable as an expense of the Association.
- C. **Assessment of Common Expense.** All lot owners shall be obligated to pay common expenses assessed to them by the Board pursuant to these Bylaws and the Declaration. Assessments shall become effective upon recording of the Declaration. The Board of Directors, on behalf of the Association, shall assess the common expenses against the lot owners from time to time, and at least annually, and shall take prompt action to collect from a lot owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment. The annual assessment is currently set in the amount of \$1,500.00, and shall be due and payable in monthly payments of \$125.00, beginning in January 2009. Assessments may not be waived for any lot owner. *At the discretion of the Board, assessments shall be due and payable monthly or quarterly.*
- D. **Default in Payment of Common Expenses.** In the event of default by any lot owner in paying the assessed common expenses, such lot owner shall be obligated to pay interest at the rate of nine percent (9%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any on appeal. In addition, the Board may assess a monthly late fee not to exceed five percent (5%) of any assessment more than 30 days past due. The Board shall have the right and duty to recover for the Association such common expenses, together with interest and late fees thereon, and expenses, including attorney's fees, of any lien preparation, or other legal proceeding, brought against such lot owner as permitted by the Oregon Planned Community Act.
- E. **Foreclosure of Liens for Unpaid Common Expenses.** In any suit brought by the Association to foreclose a lien on a lot because of unpaid common expenses, the lot owner shall be required to pay a reasonable rental for the use of the lot during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such lot at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the lot. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

- F. **Statement for Common Expenses.** The Board shall, within a reasonable time not to exceed ten (10) working days, provide any lot owner who makes a request in writing with a written statement of his unpaid common expenses.
- G. **First Mortgages.** Any lien of the Association against a lot for common expenses shall be subordinate to tax and assessment liens and any first mortgage, deed of trust or contract of sale. Where the purchaser or mortgage holder of a lot obtains title to the lot as a result of foreclosure of a first mortgage or by deed in lieu of foreclosure, such purchaser or, mortgage holder, his successors and assigns, shall not be liable for any of the common expenses chargeable to such lot which become due prior to the acquisition of title to such lot by such purchaser or mortgage holder. Such unpaid share of common expenses shall be a common expense and reallocated on a pro-rata basis to all lots, including the lot held by the prior mortgage holder.

ARTICLE VI: Records and Audits

- A. **Business Records.** The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board and minutes of the meetings of the Association. The Board shall maintain a list of owners entitled to vote at meetings of the Association, and a list of all mortgage holders for each lot who have made written request upon the Board for notice of any board action.
- B. **Records of Receipts and Expenditures.** The Board or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures incurred. Such records and the vouchers authorizing the payments shall be available for examination by the lot owners and Mortgage holders at convenient hours on weekdays.
- C. **Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on the assessments.
- D. **Payment of Vouchers.** The Treasurer shall pay all *bills or* vouchers approved by the Board up to \$2,500.00 and signed by the President, or other person authorized by the Board. Any *bill or* voucher in excess of \$2,500.00 *that has not been budgeted for and approved by* the Board *shall have* the signature of at least two officers.
- E. **Reports and Audits.** An annual report of the receipts and expenditures of the Association shall be rendered by the Board to all owners of lots and all mortgage holders who have requested the same within 90 days after the end of each fiscal year. Upon the request of a majority of the Board or the majority of the lot owners, the Board may obtain such audits *or certified financial statements* as may be required at the association's expense. At any time any owner may, at his own expense, cause an inspection to be made of the books and records of the Association *by an auditor or certified public accountant.*
- F. **Notice of Sale or Mortgage.** Immediately upon the sale, lease or mortgage of any lot, the lot owner shall promptly inform the Secretary of the name and address of the buyer or mortgage holder.

ARTICLE VII: Maintenance of Subdivision Property

- A. **Maintenance and Repair.** All maintenance of and repairs to any lot shall be made by the owner of such lot, who shall keep the same in good order, condition and repair.
- B. **Limitations on Use.** The Association shall enforce any *terms*, conditions, covenants or limitations on the use of a lot as are set forth in the Declaration, Bylaws or Architectural Guidelines.
1. **Declaration.** Approval by 75% of the lot owners is needed to change the CC&Rs.
 2. **Bylaws.** Approval by 50% of the lot owners is needed to change the Bylaws.
 3. **Architectural Guidelines.** Approval by 2 of 3 members of the Architectural Control Committee, subject to the approval and oversight of the Board, is needed to change or revise the Architectural Guidelines.
- C. **Additions, Alterations and Improvements.** An owner shall not, without first obtaining approval of the Board, make or permit to be made any structural alteration or addition to the buildings on his lot.
- D. **Right of Entry.** A lot owner shall grant the right of entry to the Board of Directors, managing agent, manager or any other person authorized by the Board in the case of any emergency originating in or threatening his lot or other subdivision property, whether or not the owner is present at the time. A lot owner shall also permit such persons to enter his lot for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the lot owner is complying with the restrictions, requirements, rules and regulations as described in these Bylaws provided that requests for entry shall be made in advance and that such entry is at a time convenient to the owner.
- E. **Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted hereunder or the breach of any Bylaw contained herein or of any provision of the Declaration shall give the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws, to:
1. *provide notice to Lot owners, in accordance with ORS 94.662, of the intent of the Association to commence judicial or administrative proceedings, and to request the Lot owner to provide a written response within 10 days of receiving notice;*
 2. enter the lot upon which a violation exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; *and*
 3. *obtain injunction*, enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE VIII: Insurance

- A. **Insurance.** For the benefit of the Association and the owners, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, a

policy covering errors and omissions of the Board and Board members, and providing general liability coverage for Association activities.

- B. **Policies.** All insurance policies obtained by the Association shall be written by a company licensed to do business in the State of Oregon.
- C. **Insurance Provisions.** The Board of Directors shall make every effort to secure insurance policies that will provide for the waiver of subrogation by the insurer as to any claims against the Board.

ARTICLE IX: Amendments to Bylaws

- A. **How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Board or by thirty percent (30%) of the lot owners. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon. If proposed by lot owners, the amendments shall be presented to the Secretary or Board prior to the last Board meeting before the annual or special meeting of the Association at which the amendments will be voted.
- B. **Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the lot owners and may be approved by the lot owners at a meeting called for this purpose. Lot owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by a majority of the lot owners. Neither Article V, paragraph 5.7, nor any other provision of these Bylaws, which are for the benefit of mortgage holders, may be amended without the written consent of all mortgage holders.
- C. **Execution and Recording.** An amendment shall not be effective until certified by the President and Secretary of the Association, and if required by the Oregon Planned Community Act, approved by the Real Estate Commissioner, and recorded as required by law.

ARTICLE X: Miscellaneous

- A. **Notices.** At the discretion of the Association or Board, any notice, information or other written material required to be given to an owner, officer or director under the declaration, Bylaws, or ORS 94.550 to 94.783, may be given by electronic mail or other form of electronic communication as well as by U.S. mail or other delivery services. Such notices or information shall be sent to such electronic or postal addresses as the Association, Board or lot owner may designate from time to time.
 - 1. Notwithstanding the above, electronic mail or other form of electronic communication may not be used to give notice of (1) failure to pay an assessment, (2) foreclosure of an Association lien under ORS 94.709, or (3) an action the Association may take against a lot owner.
 - 2. All notices to any lot owner shall be sent to such electronic or postal addresses as may have been designated by the owner from time to time, in writing, to the Association or Board. If no address has been designated, then such notices will be sent to the owner's address of record for county tax purposes.
 - 3. An owner, officer or director may decline to receive notice by electronic mail or other form of electronic communication and may direct the Association or

Board to provide notice by such other means as allowed by the declaration, Bylaws or ORS 94.550 to 94.783.

- B. **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.
- C. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or 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.
- D. **Action Without a Meeting.** Any action which the Oregon Planned Community Act, the Declaration or the Bylaws require or permit the lot owners or Board to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the lot owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.
- E. **Conflicts.** These Bylaws are intended to comply with the Oregon Planned Community Act and the Declaration. In case of any irreconcilable conflict, the conflict shall be resolved in favor of compliance with Oregon Laws and the Declaration, which shall take precedent over these Bylaws or any rules and regulations adopted hereunder.

We, the undersigned, certify that the foregoing Bylaws were duly adopted this ___th day of December, 2008, by resolution of the Driftwood Pointe Estates Homeowners Association.

Member, Board of Directors

Member, Board of Directors

Member, Board of Directors