

Return to:
Woodburn Estates & Golf
1776 Country Club Road,
Woodburn, Oregon 97071

SENIOR ESTATES GOLF and COUNTRY CLUB
1776 Country Club Road, Woodburn, OR 97071
A Planned 55 Plus Community

BYLAWS

Adopted March 14, 1989

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Recorded in Marion County, Oregon
Revised October 23, 2018



FOREWORD

The Association's Bylaws rank third in the hierarchy of the Association's CC&Rs (conditions, covenants, and restrictions.) The Articles of Incorporation delegates the creation and any revisions to the Board to amend, repeal, or create new Bylaws consistent with law and its CC&Rs, including but not limited to setting assessments, fees and fines.

The Fair Housing Act of 1988 required changes to our CC&Rs which were made and restated on April 27, 1989. You will find some of the same rules in the Articles of Incorporation as in the Declaration of Restrictions.

Legal Name - Senior Estates Golf and Country Club, registered April 10, 1967

Assumed Business Name (ASBN) - Woodburn Estates & Golf, registered January 21, 2015

Association – Any reference to the Association means our current legal name or assumed business name.

Definitions for Bylaws

1. The "Association" (i.e., Senior Estates Golf and Country Club) means the nonprofit corporation formed to serve as the association of Owners, and its successors and assigns. (All references herein to "Senior Estates Golf and Country Club" shall mean the subdivision of that name in the City of Woodburn, County of Marion and State of Oregon).
2. "Board" means the Board of Directors of the Association.
3. "Building Site" means either a numbered Lot as shown on the identified plat or a parcel consisting of a portion of any Lot or contiguous portions of any two or more contiguous Lots; provided, however, that such parcel, if composed of a portion of a Lot or portions of two or more contiguous Lots, shall have a principal frontage of not less than 40 feet, and an area of at least 3,600 square feet.
4. "Common Area" means all property owned by the Association, including the golf course, club house, recreational facilities, and all areas designated as Common Areas on any plat of any property in Senior Estates Golf and Country Club, including improvements thereon.
5. "Declarant" means the owner of the respective sections of the Senior Estates Golf and Country Club subdivision, Marion County, Oregon, at the time of recording the original Declaration of Restrictions pertaining to each section, that is: 1. Senior Citizens of the West, Inc. with respect to Section 1; 2. Senior Estates, Inc. with respect to Sections 2 through 7a; 3. Woodburn Construction, Inc. with respect to Section 8. Declarants have transferred all of their rights and power, under the original Declarations of Restrictions, together with all of their rights, title and interests in property in Senior Estates Golf and Country Club, to the Association.
6. "Dwelling House" includes both the main portion of the structure and all projections therefrom, but does not include the eaves of such structure, nor uncovered front porches or steps.
7. "Garage" includes both the main portion of the structure and all projections therefrom, but does not include the eaves of such structure.
8. "Joint Owner Vote" means joint Owners shall be considered a single voting unit and shall be entitled to only one (1) vote. Joint owners shall decide who shall vote, with no vote being allowed to joint owners who cannot decide who will vote.
9. "Lot" means a platted or partitioned lot within Senior Estates Golf and Country Club or any property so designated in any declaration annexing the property to Senior Estates Golf and Country Club, but not including any Common Area now or hereafter owned by the Association.
10. "Occupant" means a person who has made the Dwelling House the person's fixed habitation for the foreseeable future.
11. "Occupy" means that a person has the intent to make, and takes actions consistent with making, the Dwelling House the person's fixed habitation for the foreseeable future.

12. "Owner" means (1) one or more natural persons vested with fee simple title or vested with a life estate in a Lot, Unit or Building Site, (2) one or more natural persons holding a vendee's interest under a recorded contract for the purchase of a Lot, Unit or Building Site, or (3) one or more natural persons who are entitled to the possession and beneficial use of a Lot, Unit or Building Site under a trust agreement or declaration of trust.
13. "Person" means any individual, group, organization, firm, corporation, business, partnership or any other combination of individuals acting as one entity.
14. "Real Estate Transaction" means the sale, lease, transfer, or rental of a Lot, Building Site, or Unit, but shall not include mortgages, liens, or other security interest activities.
15. "Setback" means the minimum distance permitted between the Dwelling House or other structure and a given Street or Lot line.
16. "Street" means any street, highway, or other thoroughfare as shown on the identified plat.
17. "Street Frontage" means that portion of a Lot or Building Site which borders on a Street.
18. "Unit" means the Building Site on which a Dwelling House has been placed.

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BYLAWS OF THE SENIOR ESTATES GOLF and COUNTRY CLUB

These Bylaws are enacted pursuant to the Restated Articles of Incorporation. They are regulations for the control and management of the Senior Estates Golf and Country Club Corporation DBA “Woodburn Estates & Golf”. The Board of Directors shall decide all questions of interpretation of these Bylaws by a majority vote of its members present and voting, provided that a quorum of directors is present.

- 1 CORPORATE NAME:** The name of the Corporation is Senior Estates Golf and Country Club.
- 2 CORPORATE OFFICE:** This Corporation shall maintain its principal office on the property platted as Senior Estates in Marion County, Oregon, at 1776 Country Club Road, Woodburn, Oregon 97071, but may have offices and transact business at other places as the Board of Directors may designate.
- 3 CORPORATE RECORDS:**
 - 3.1 The Corporation shall keep at its principal office complete and current records and account books. The Corporation shall also keep minutes of the proceedings of the members, and the Board of Directors, and those records required by ORS 65.771.
 - 3.2 The Corporation books and records required by ORS 65.771 and ORS 94.670 may be inspected by any member, or agent or attorney of any member, using the procedures set forth in ORS 65.774, ORS 65.777 and ORS 94.670. The Board of Directors may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of association records and impose a reasonable fee for furnishing copies of any documents. It also may include a fee for personnel costs related to furnishing certain records and documents.
 - 3.3 The Corporation on behalf of the association may withhold from examination and duplication certain records described in ORS 94.670(9)(b) (items a thru g), cited below.
 - 3.3-1 Personnel matters relating to a specific identified person or a person’s medical records.
 - 3.3-2 Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

- 3.3-3 Communications with legal counsel that relate to matters specified in paragraphs (1) and (2) of this subsection and the rights and duties of the association regarding existing or potential litigation or criminal matters.
- 3.3-4 Disclosure of information in violation of law.
- 3.3-5 Documents, correspondence or management or board reports compiled for or on behalf of the association or the board of directors by its agents or committees for consideration by the board of directors in executive session held in accordance with ORS 94.640 (8).
- 3.3-6 Documents, correspondence or other matters considered by the board of directors in executive session held in accordance with ORS 94.640 (8).
- 3.3-7 Files of individual owners, other than those of a requesting owner or requesting mortgage of an individual owner, including any individual owner's file kept by or on behalf of the association.

4 MEMBERS

- 4.1 Classes of Membership. There are two classes of membership, Lot Owner Members (voting) and Associate Members (non-voting).
 - 4.1-1 Lot Owner Members. Lot Owners in Woodburn Estates & Golf shall automatically be members of the corporation and are subject to assessments, whether or not they participate in any corporate or club activity. Membership is not transferable and is canceled upon change of lot ownership. Voting rights, community access and participation in HOA activities are suspended if the Lot Owner member is not a member in good standing.
 - (a) The term "lot" refers to a numbered lot in Section 1 through 8, inclusive of Woodburn Estates & Golf, as record in the office of the County Recorder in Salem, Marion Cuntly, Oregon and /or Woodburn Senior Estates, Subdivision within the City of Woodburn, Marion County, Oregon.
 - (b) Information on the Application for Membership must be true and accurate. The Board of Directors may reject the Member in Good Standing status of a Property Owner Member who has supplied false or misleading information on the Application for Membership.

- (c) Age Requirement: Lot Owners must provide proof of age in accordance with the HUD FHA Housing for Older Persons Act of 1995. Any of the following original documents are considered reliable documentation of the age of the occupants of the housing facility or community. Updates are required at least every two (2) years.
- Driver’s License
 - Birth Certificate
 - Passport
 - Immigration Card
 - Military Identification
 - Any other state, local, national, or international official documents containing a birth date or comparable reliability
 - A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.
- (d) A member is “not in good standing” whose dues, assessments and or fines are in arrears for more than 30 days. A member “not in good standing” is not eligible to request any approval by the architectural committee for any modifications or changes to their property, may have voting rights suspended, may be suspended from use of amenities, and any other consequence the Board sees fit to impose.

- 4.1.1-1 Members of Woodburn Estates & Golf shall be in one of the following series:
 1000 SERIES: Lot Owners
 5000 SERIES:
- a. Lessee (Renters) of Lot Owner Member’s homes.
 - b. Other Associate Members that live outside the Senior Estates and the locations named above.
- 7000 SERIES: Golf Only Associates

4.1-2 Associate Members: Upon payment of dues established by the Board of Directors, Associate Members have privileges equal to Lot Owner Members in the use of the facilities and participation in the social and recreational activities. They have no rights or privileges in matters governing the Association or the employees thereof; they do not have voting rights and will not have a share of the corporate assets if the Association dissolves. The minimum age for Associate membership is fifty (50) years of age. Associate membership extends to no more than two adults living at the same address.

4.1.2-1 Associate Member Qualifications.

- a. Lessee (Renters) of a Lot Owner Member's property may be Associate Members upon approval of the Board of Directors and payment of Associate dues. Renters must be at least fifty-five (55) years of age.
- b. Associate Memberships shall be available to individuals who are fifty (50) years of age or older and live outside the Woodburn Estates & Golf upon approval of the Board of Directors and payment of Associate dues.
- c. Occupant(s) of Woodburn Estates & Golf, as defined in Article II. C. 1 & 2 of the Declaration of Restrictions may be an Associate Member upon approval of the Board of Directors without paying Associate dues provided the owner of record has paid Dues and Assessments levied against that Lot. The Lot Owner will not be issued a membership card under the circumstances in Article II.

4.2 Non-Owner Occupants

All non-owner occupants must be registered with the office on the Initial application or on the non-owner occupant form within 10 days when the non-owner occupant moves in subsequent to the initial move in.

4.2-1 Non-Owner Occupant Policies

The housing facility or community must establish and maintain appropriate policies to require that occupants comply with the age verification procedures required by this section.

4.2-2 Failure to Comply with Non-Owner Occupant Policies

Members who fail to comply with the registration requirement for non-owner occupants are subject to the fine schedule established by the Board of Directors.

4.3 Member's Guests

- 4.3-1 There are two types of guests, Household Guests and Local Guests.
- (a) Household Guests are out-of-town guests of a Lot Owner member in good standing who spend a period of visitation in the member's home. These people may be granted user privileges of Woodburn Estates & Golf facilities during their visitations only if accompanied by a member host, they are registered with the office as guests, and appropriate user fees are paid.
 - (b) Local Guests are those who are a guest of a member in good standing of Woodburn Estates & Golf. These Local Guests must be accompanied by a member host, must register with the office and must pay appropriate user fees.
- 4.3-2 These guest categories and privileges apply to all Woodburn Estates & Golf facilities including, but not limited to golf, swimming, entertainment, dancing, exercise room and other recreation or activities of Senior Estates Golf and Country Club.
- 4.3-3 Lot Owner Members and Associate Members are limited to two (2) couples or four (4) persons as Household Guests or Local Guests at any event or activity, unless a greater number is approved in advance by a member of the Board of Directors. **THE MEMBER MUST REGISTER AND ACCOMPANY THEIR GUESTS AT ALL TIMES.**
- 4.3-4 Guests who are invited as groups by established clubs or organizations of Woodburn Estates & Golf (golf course, Home and Home events, or Square Dance Club Invitational parties as examples) are not considered to be members' guests.
- 4.3-5 Further, it is mandated by the Restated Articles of Incorporation that Woodburn Estates & Golf maintain a Restaurant. The restaurant on premises is open to the public. Restrictions on guests do not apply.
- 4.3-6 Lot Owner Members and Associate Members are held responsible for the conduct of their guests at all times and must assure their compliance with the established Rules of Woodburn Estates & Golf.

4.4 Meetings of Members

- 4.4-1 Place of Meeting. All meetings of Lot Owner Members shall be held at the Association's principal office or at such other place in Woodburn, Marion County, Oregon as the Board of Directors designates.
- 4.4-2 Annual Meeting. The Annual Meeting of Lot Owner Members shall be held on the second Tuesday in November, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a holiday or such other days as designated by the Board of Directors.

- 4.4-3 Special Meetings. Special Meetings of Lot Owner Members may be called at any time to conduct business for the benefit of the Association that is not inconsistent with Oregon law, the Restated Articles of Incorporation, the Bylaws, the Rules and Regulations or the Declaration of Restrictions. Such Special Meeting may be called by the President of the Board of Directors or by the Board of Directors or by petition bearing the signatures of twenty percent (20%) of Voting Members.
- 4.4-4 Meeting Notice: For annual meetings and special meetings, a written or printed notice will be prepared stating the date, time and place of the meeting and if a special meeting, the purpose of the meeting. The notice shall be delivered neither less than ten (10) nor more than fifty (50) days before the date of the meeting, personally or by mail or e-mail, to each member entitled to vote. The notice of mailing will include, but is not limited to ballot(s), quorum, proxy, and secrecy and return envelope. If mailed, the notice is deemed delivered when deposited in the United States mail with postage prepaid and addressed to the most recent address of the member as it appears on the Association records. Notice shall also be provided by posting it on the Association bulletin board and, if time permits, by publishing it in the Woodburn Estates & Golf, newspaper, News & Views.
- 4.4-5 Proxies. A proxy or “appointment of agent” may be used only to establish a quorum for the Annual or Special Meetings of members.
- 4.4-6 Absentee Ballots. Each Lot Owner Member in good standing may request an absentee ballot in the Secretary’s notification of Annual or Special Meeting packet via first class mail. A member may request a provisional absentee ballot (if original is not received) by personally picking up the ballot from the Business Office and signing for same, or personally requesting that the absentee ballot be sent to him or her via first class mail. Completed ballots must be received at the Business Office by 5:00 PM on the day of the vote or hand delivered at the meeting in order to be counted.
- 4.4-7 Conduct of Business
- (a) The presence in person or by proxy of twenty percent (20%) of the Voting Members constitutes a quorum for the transaction of all business.
 - (b) The members present at a duly called meeting at which a quorum is present may transact business until adjournment of the meeting, notwithstanding the withdrawal or departure of voting members leaving less than a quorum.
 - (c) A majority of the votes cast at an Annual Meeting or a Special Meeting by members in good standing is necessary for the

adoption of any matter, unless Oregon law, the Restated Articles of Incorporation, or the Bylaws, requires a greater proportion.

- 4.4-8 Voting Rights of Members. The voting rights of members are as specified in the Restated Articles of Incorporation.
- 4.4-9 Presiding Officers. Meetings of the Members shall be presided over by Corporation Officers in the following order:
President
Vice President
Secretary
Treasurer
- 4.4-10 Notice of New Business Requested by Members. Any new business requested by Members to be considered by the Lot Owner Members at any annual or special meeting shall be made by motion concisely stated. If a Lot Owner would like to request that a matter be placed on the agenda for any Members' Meeting, such motion shall address only one subject that is not inconsistent with Oregon laws, the Articles of Incorporation, the Declaration of Restrictions, the Bylaws, the Rules and Regulations and shall be delivered to the Secretary at the Association's office for notice and publication at least sixty (60) days prior to the date of such meeting. The requested business matter shall be placed on the Association's annual meeting agenda under new business for consideration, unless it is in violation of Oregon Laws or the Association's Governing Documents, or is clearly made for an improper purpose in the discretion of the Board of Directors.
- 4.4-11 Agenda. The agenda of a meeting of members shall list separately each matter or item to be considered at the meeting. The agenda shall be posted at the Association's office in the club house thirty (30) days prior to the meeting and shall also be delivered to the News & Views for publication. The order of business shall be:
- (a) Proof of notice of the meeting.
 - (b) Determination of a quorum.
 - (c) Reading of Minutes of previous member meeting, correction, and approval.
 - (d) Treasurer's report, correction, approval, or rejection.
 - (e) Unfinished business.
 - (f) New business.
 - (g) Adjournment.

4.4-12 Conduct of Meetings. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings when consistent with the Restated Articles of Incorporation and these Bylaws.

4.5 Members' Liability. Every member of this Association is exempt from any personal liability for the payment of Association debts, charges, and claims except to the extent of his or her beneficial share in the corporate assets and in any distribution, there under.

4.5-1 Payment of Dues - Each member's liability for payment of dues and assessments, and penalty or cost for failure to comply with the Restated Articles of Incorporation, Bylaws, Declaration of Restrictions, or Rules and Regulations, is separate and apart from the exemption from personal liability.

5 DIRECTORS

5.1 General Powers. The business of the corporation shall be managed by its Board of Directors.

5.2 Number and Special Exclusions. There shall be nine Directors of the Corporation. The number of Directors may be increased or decreased by amending these Bylaws.

5.2-1 Exclusions

(a) Employees and Independent Contractors. Any member who is also an Employee or Independent Contractor of the Association shall not be elected or appointed to serve as a director.

(b) Any employees or contractors currently serving on the board shall not be required to withdraw but may serve their term without opportunity to be reelected or appointed while also serving as an Employee or Independent Contractor.

(c) A member may not run for the board of directors within the first year after leaving employment at Woodburn Estates & Golf.

5.3 Election of Directors. Three directors shall be elected annually for a term of three years each at a Special Election immediately following the annual meeting of the members. The three nominees receiving the greatest number of votes shall be elected. Should a tie for the third position occur, the chair of the nominating committee shall conduct a blind draw from the names of the tied candidates to determine who is elected.

5.3-1 Nomination of Directors.

- (a) Incumbent Directors shall set the time and prescribe the conditions for nominations of candidates for Director. There shall be no nominations made from the floor or in any manner except as herein provided.
- (b) The Board of Directors, by a majority vote, shall appoint a Nominating Committee consisting of five members of this Corporation, none of whom shall be a member of the current Board of Directors or a candidate for the office of Director. The Committee shall nominate candidates for the available positions on the Board of Directors. The Committee shall nominate at least as many candidates as there are available positions. All candidates for Directors shall be voting members in good standing of this Corporation.
- (c) A group of twenty-five (25) or more members in good standing may nominate individual Lot Owner members in good standing for election as Directors.
- (d) All nominations of candidates for Director made either by the Directors' Nominating Committee or by members, shall be in writing and state legibly and alphabetically the names and addresses of the candidates for Directors. The nominations shall be delivered to the Secretary at the Corporation office at least forty (40) days prior to the annual meeting. The Secretary shall post, in alphabetical order, a list of all names and addresses of candidates for Directors in the Corporation office at least thirty (30) days prior to the annual meeting, and shall also deliver a copy thereof to News & Views for publication.

5.3-2 Election Board. The Board of Directors shall appoint an election board consisting of five or more members to conduct the election by written ballot.

5.3-3 Voting. Voting shall be by written ballot only by Association members in good standing. The voting rights of members are as specified in the Restated Articles of Incorporation. Voting may be by absentee ballot provided by the Association Secretary, if requested, and may be cast at any time prior to a scheduled election.

5.3-4 Ballot. The ballot shall bear the names of all qualified candidates for Directors. The Chairperson of the Election Board shall tally the ballots cast and certify to the Board of Directors in writing the names of the candidates receiving the three highest number of votes from members entitled to cast votes.

5.4 Term.

- 5.4-1 A Director's term of office shall commence on January 1, following election and shall terminate on December 31, following the election of his or her successor. No oath of office or bond shall be required of a Director.
- 5.4-2 Directors shall hold their offices until the expiration of the terms for which they were elected and are serving, their resignation, or their removal from office, whichever occurs first.
- 5.4-3 When a Board position is vacated, the President will, within 30 days and with Board of Directors' approval, appoint a member in good standing to fill the vacated position for the remainder of the term.

5.5 Meetings.

- 5.5-1 Regular and special meetings of the Board shall be held at the Association office or at such place as the President designates. All Board meetings are open to the membership, excepting special meetings held in Executive session. Non-Board members attending open meetings may not participate in the business being conducted by the Board. Regular Board meetings are held once a month on the fourth Tuesday of the month.

EXCEPTIONS:

- (a) December - Second Tuesday of the month, with a second meeting in December, if needed.
 - (b) January – Two meetings, second and fourth Tuesday.
 - (c) Emergency meetings, as declared in the Articles of Incorporation of the association 4.8 may be called at any time with 24 hours' notice to each director. An emergency meeting is defined as a meeting with less than three (3) days' notice as required by special meetings in 5.5-2 below, or as noted for regular meetings in this section. The association recognizes that emergency meetings are to be used only in dire situations where the board cannot hold-up an action for three (3) days for a special meeting. The reason for the emergency meeting must be stated in the minutes of the meeting, and shall be the only item of business on the agenda or discussed.
 - (d) Recording of Meeting - Meetings will not be recorded by members of the board or members in attendance at the meetings.
 - (e) Noncompliance - Members who record at the meetings will be asked to put away their recording devise. A second request the same, or at a following meeting may include a request to leave the meeting.
- 5.5-2 Special meetings of the Board of Directors may be called by the President or, in the President's absence, incapacity or refusal to act, by any three (3)

members of the Board of Directors on three (3) days' notice, orally or in writing.

- 5.5-3 The latest edition of Robert's Rules of Order shall govern the conduct of all meetings when consistent with the Restated Articles of Incorporation and these Bylaws.
- 5.5-4 Minutes of regular and special meetings, except meetings held in executive session, will be published in the News & Views and posted on the Association's bulletin board.
- 5.5-5 It is the policy of Woodburn Estates & Golf that members are entitled to attend Board meetings in order that they may be fully advised of all matters affecting their interests. However, it is recognized that certain matters of a sensitive or confidential nature need to be discussed and decided in executive session not open to the members. Meetings or portions of meetings in executive session are not open to the general membership, and attendance may be limited to Board members and such persons as may be specifically permitted by the Board or by a legal right to attend and participate in the meeting.
- 5.5-6 Special meetings may be held in executive session. Regular meetings may be adjourned to an executive session, and upon conclusion of business that is the subject of the executive session, may be reconvened in regular session.
- 5.5-7 The President, or other person presiding at a meeting, may declare an executive session either prior to or during a meeting or an executive session may be declared by majority vote of the Board members present at a meeting. If an executive session has been declared, a majority of the Board members may at any time during the meeting adopt a motion terminating the executive session. If the meeting is continued it shall thereafter be an open meeting.
- 5.5-8 Matters discussed at executive session are confidential.
 - (a) Board members shall not discuss with or reveal other matters that have been discussed in executive session.
 - (b) All attorney-client communications involving representatives of Woodburn Estates & Golf are considered to be confidential privileged communications.
 - (c) Only the President of the association or his designee has authority to waive any attorney-client privilege.
 - (d) All such communications are to be held in strictest confidence by members of the board, officers and employees, and are to be discussed by the board only in executive session.

- (e) All communications made for the purpose of facilitating the rendition of professional legal services, whether or not discussed in executive session, are confidential and should not be disclosed outside of an executive session meeting to any person.
- (f) No individual board member has legal authority to disclose confidential attorney-client communications to any third party, and specifically, no member of the board (other than the president or his designee) shall have the authority to waive attorney-client privilege.
- (g) Violation of this prohibition constitutes a breach of fiduciary obligations of the board member toward the Corporation, and intentional violation constitutes a breach of a director's duty of loyalty to the corporation.
- (h) Penalties for violation include a fine of up to five-hundred dollars (\$500) for each violation, and other disciplinary measures available under section 4.5 of the Bylaws, including but not limited to suspension of membership privileges.

5.5-9 Only the following topics may be discussed or decided in executive session.

- (a) Personnel matters.
- (b) Litigation in which the Association or Board members in their capacity as such are involved or may become involved (litigation includes administrative procedures and hearings).
- (c) Collection of unpaid assessments.
- (d) Contract negotiations.
- (e) Consult legal counsel or consider communications with legal counsel.

5.5-10 Annual Organization Meeting of Board.

- (a) Location, Date and Time. Unless otherwise agreed by the Board, within fourteen (14) days following the annual meeting of the Association, the Board of Directors shall hold an organization meeting with the newly constituted Board of Directors, on such date and at such time and place as is determined by the current Board.
- (b) No further notice of the organization meeting to the directors is necessary. If the date, time and place of the organization meeting are announced at the annual meeting, no further notice to Owners is necessary.

- (c) Procedure and Business. Until the election of new officers, the organization meeting shall be chaired by the outgoing president, or, in the absence of the outgoing president, the outgoing secretary, unless the Board has elected a vice-president, regardless of whether the outgoing president, secretary or vice-president is a member of the newly constituted Board. At the organization meeting, the newly constituted Board of Directors shall elect officers in accordance with these Bylaws. The current Board may not conduct any other Association business at this meeting.

5.6 Resignations.

- 5.6-1 A Director may resign at any time by giving written notice to the Board of Directors or to an Officer of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer. Acceptance of the resignation shall not be necessary to make the resignation effective.
- 5.6-2 Any Director who fails to qualify as a Lot Owner member in good standing for a period in excess of thirty (30) days shall be automatically deemed to have resigned without a right of reinstatement.
- 5.6-3 Any Member that runs for the board of directors of the association, and is elected and resigns before the start or end of their term, shall not be allowed to run for an elected, or accept an appointed board position for the remainder of their term.

Exception

- (a) An exception may be allowed with proof of a medical hardship at the time of the resignation. Proof may be required if the member chooses to run for the office again during the time of their elected office. This may include a signed medical letter from a medical professional.

5.7 Compensation. The Corporation Directors shall receive no compensation for their services on the Board of Directors, but may be reimbursed for travel and incidental expenses incurred while conducting Corporation business, if approved by the Board of Directors.

5.8 Powers. Without limitation of all powers conferred by the laws of Oregon and the provisions of the Restated Articles of Incorporation and Bylaws, the Board of Directors has the following powers:

- 5.8-1 Documents. To have access to valuable documents under “lock and key”, such as past copies of governing documents, voting records, employee and member personal information, and background check verification paperwork.

- 5.8-2 Private Email Addresses. –To have access to email addresses given by members for their applications, the census, The Woodburn Estates Bugle Blast or any other reason are not to be shared, sold or traded.
 - 5.8-3 To appoint and remove Officers, agents, and employees of the Corporation, prescribe powers and duties for them, and require indemnity bonds at corporate expense. Consistent with law, the Restated Articles of Incorporation, and these Bylaws, to fix their compensation and require of them competent service.
 - 5.8-4 To exercise for this Association all powers and authority vested in it or delegated to this Corporation by any Declaration of Restrictions, amendments thereto, State Law, and any additional restrictions pertaining to property in Woodburn Estates & Golf, Sections 1 to 8, inclusive.
 - 5.8-5 To issue membership certificates to qualified members in such form as it finds fitting, which shall be signed by the President and Secretary or other designated Officer.
 - 5.8-6 To appoint and direct Committees, including but not limited to the following: Activities – Golf – Membership – Finance – House – Rules - Planning and Real Estate Transactions. The Chairperson of each committee shall be a Board Member.
 - 5.8-7 The Board of Directors shall take all actions necessary to ensure that Woodburn Estates & Golf complies with the Fair Housing Amendment Act of 1988, 42 U.S.C., Section 3601 et seq., and any regulations adopted pursuant to the Act.
 - 5.8-8 To take all actions necessary for administration of the Association except those which are delegated to the Members by the Articles of Incorporation, the Declaration of Restrictions or State Law.
- 5.9 Limitation of Power of Directors; Special Requirements.
- 5.9-1 Membership Approval of Borrowing. The Board of Directors must obtain the approval of a majority of the membership prior to the Board of Directors incurring debt through borrowing in excess of twenty-thousand dollars (\$20,000). The Board of Directors shall not borrow any sum without the affirmative vote of at least six (6) Directors. Any recommendation of the membership to borrow more than twenty-thousand dollars (\$20,000) shall require the affirmative vote of at least six (6) Directors before being presented to the membership.
 - 5.9-2 In the event of a sale, conveyance or transfer of a Lot, Unit or Building Site, a Working Capital Fund Fee, in an amount to be set by the Board of Directors, but not to exceed three thousand dollars (\$3,000) shall be due

and payable by the purchaser, transferee, grantee, or in the event of a sale on contract, the vendee.

This Amendment shall be effective October 1, 2016 for all sales, conveyances, or transfers occurring on or after that date; provided, however, that sales agreements entered into before that date for which a closing escrow has been established and an earnest money deposit has been made before that date, shall not be subject to the increased Working Capital Fund Fee if the transaction closes on or before November 1, 2016.

- (a) The Working Capital Fund Fee shall be due and payable at the time of such sale, conveyance, or transfer.
- (b) The following shall not be considered as a sale, conveyance or transfer for purposes of this paragraph:
 - 5.9.2-1 A mortgage, trust deed, lien or other security interest on a Lot, Unit or Building Site;
 - 5.9.2-2 A lease on or rental of a Lot, Unit or Building Site;
- (c) The Working Capital Fund Fee shall be used solely for expenses for common area major repairs, budgeted capital expenditures, or emergencies.
- (d) Exemption from the Working Capital Fund Fee may be granted by the Board of Directors only under the following circumstances:
 - 5.9.2-3 Any Person acquiring title or an ownership interest in a Lot, Unit or Building Site by inheritance, gift, tenancy by the entirety, living trust or other means without the payment of value or giving of other consideration, may apply for an exemption by making written request to the Board of Directors, within thirty (30) days after acquiring such title or ownership interest.
 - 5.9.2-4 Lot Owner, after residing in the home for a minimum of six (6) months after closing, may be allowed an exemption for 50 percent (50%) of the Working Capital Fund fee if purchasing a second home in the Association. The second may be invoiced for the remaining 50 percent (50%) allowed, if the member does not remain in *good standing* while owning both homes.

- 5.9.2-5 The Lot Owner must request the exemption in writing before the closing date of the purchase of the second home.
- 5.9.2-6 Neither home can be rented.
- 5.9.2-7 True copies of all documentation evidencing the acquisition of the title of ownership interest shall be submitted with request.
- 5.9-3 Disbursement of Funds. Any disbursement(s) for any specific project in excess of the approved annual budget shall not exceed a maximum of twenty-thousand dollars (\$20,000) without membership's affirmative vote.
- 5.9-4 Budget Priority. All projected operating and maintenance costs must be budgeted against anticipated revenues derived from fees, assessments, and dues before any funds may be budgeted for capital improvements or additions.
- 5.9-5 Annual Budget. The Board of Directors shall annually prepare an income and expense budget to guide the Board of Directors in the ensuing year on anticipated operating income and expenses and anticipated capital expenditures.
- 5.9-6 Reserve Fund
 - (a) The Reserve Fund is a Board-controlled fund.
 - (b) Working Capital Fund Fees shall be deposited into the Reserve Fund and is used solely for expenses for common area major repairs, budgeted capital expenditures, or emergencies.
 - (c) It will not be used for day-to-day operations or maintenance.
 - (d) The Board of Directors is responsible for preserving the physical plant and capital equipment by anticipating new or replacement equipment, major repairs and new construction; and setting aside funds to protect the corporation against unforeseen catastrophic losses. An annual (or multi-year) reserve Budget is prepared considering anticipated new or replacement equipment and reasonable inflationary increases, necessary major repairs, new construction and multi-year project funds to protect against unexpected loss. Major repairs, desired or new construction and multi-year project funds to protect against unexpected loss. Major repairs, desired or new construction may be spread over multiple years.
 - (e) The Reserve Fund will be maintained at a minimum balance of \$250,000.00 to meet those needs. The effective balance of the Reserve Fund, beyond the \$250,000.00 lower limit, will be determined by updating annually a reserve Study that includes for

consideration those capital improvements, replacements and repairs of \$1,000.00 or more for any single expenditure.

- (f) The period of time to be considered in the Reserve Study will be from one (1) to thirty (30) years.
- (g) Consideration will be given to current replacement cost, estimated remaining useful life and the rate of inflation. The Reserve Study will be brought up-to-date each year concurrent with the annual budget process and prior to the first meeting of the Budget Committee.
- (h) Disbursements from the Reserve Fund, including earned interest income, are made by transferring the approved payment from the Reserve to the General Fund. Disbursements from any fund will require authorized signers.
- (i) All disbursements to vendors will be made from the General Fund.

5.9-7 Review or Audit. The Board of Directors shall provide for an annual review or audit of the account books by an independent public accountant.

5.9-8 Quorum. A majority of Directors shall constitute a quorum for the transaction of corporate business.

6 OFFICERS

6.1 This Association's Officers shall be elected by the Board of Directors and shall consist of a President, Vice President, Secretary and Treasurer elected from among the Directors. These Officers shall hold their offices for one year or until their successors are elected, qualify, and accept the office. The Board of Directors may remove any Officer from office whenever in the Board of Director's judgment the best interest of the Association will be served thereby.

6.1-1 President. The President shall be the chief executive officer of this Association and shall have general supervision over the corporation's business, property and employees, subject to the control of a majority of the Board of Directors. The President shall be an ex-officio member of all committees. The President shall preside at all meetings of Directors and members, unless the President designates another Officer, and shall sign all membership certificates. The President shall have other powers and duties as are prescribed by the Board of Directors.

6.1-2 Vice President. In the absence or incapacity of the President, the Vice President shall perform the Presidential duties.

6.1-3 Secretary. The Secretary shall keep a full and complete record of the proceedings of the association membership meetings and meetings of the Board of Directors. The Secretary shall have custody of the Corporate Seal, Minute book, Membership Records, and Rules and Regulations. The Secretary shall mail notices of all membership meetings to the members and perform other duties delegated by the Board of Directors, or required by the Restated Articles of Incorporation, these Bylaws, or the Declaration of Restrictions pertaining to property in Senior Estates. The Secretary shall conduct all correspondence and discharge other duties pertaining to the office of Secretary, including signing Certificates of Membership, and other corporate documents when required.

6.1-4 Treasurer. The Treasurer shall receive and safely keep all funds and legal documents of corporate ownership of this Association and deposit these in such bank(s) as the Board of Directors designates. The Treasurer shall disburse funds and sign checks as prescribed by the Board of Directors. The Treasurer shall keep the accounts in books belonging to the Association, which shall be open at all times to the inspection of the Board of Directors. The Treasurer shall make monthly written reports of the monies received and paid out and the amount of funds on hand, and shall make periodic reports when requested by the Board of Directors. The Treasurer shall make an annual financial report and assist in any review of the Association's financial condition. The Treasurer is responsible for preparation of the annual budget, and making and filing annual reports with the Oregon Secretary of State, State and Federal income tax returns, and Real and Personal Property Tax statements with the Marion County assessor. The Treasurer shall make and provide other reports and provide bond, when required, in amounts as the Board of Directors requires.

6.2 Authority to Sign Checks. Two authorized signatures will be required on all checks, drafts, or orders for payment of money on behalf of Woodburn Estates & Golf, and the following persons, unless ordered otherwise by the Board of Directors, are authorized to sign such documents: President, Vice-President, Secretary, Treasurer and General Manager.

7 GENERAL MANAGER: The Association General Manager is a salaried, exempt employee hired to manage the day-to-day operations of the Association. Included in his/her duties is supervision of its office, employees, property, grounds, and facility management. The General Manager is responsible for assisting in the preparation of the annual Operating and Reserve budgets, providing long-range planning, and providing management continuity. As a General Manager of a Home Owners Association he/she must remain aware of critical issues facing HOA's, revisions to the Fair Housing Act, and Planned Unit Development regulations. He/she is expected to showcase the Association as an exceptional place to live, using all means to emphasize the advantages of ownership in Woodburn Estates & Golf, and the opportunities provided by Associate Membership. The General Manager serves at the pleasure of the Board and reports directly to the

Board President and shall act accordingly to the position description adopted by the Board of Directors, and as amended from time to time.

8 DEFINITIONS

- 8.1 Assessment. An annual charge fixed by the Board of Directors to be paid by the owner of each lot within the corporate area controlled by this Association, whether or not the owner participates in any club activity.
- 8.2 Fees. The amounts of the following fees shall be set by the Board of Directors.
- 8.2-1 Working Capital Fund Fee: A one-time fee paid by new property owners for their portion of the common area. See 5.9-2 for further information.
- 8.2-2 Annual: An annual fee for owner or associate members for, but not limited to: unlimited rounds of golf, golf cart storage, RV lot storage, and cart path use by a privately-owned golf cart.
- 8.2-3 Single occasion: The single or event fee is for, but not limited to: a round of golf, guest use of the swimming pool, and the rental of clubhouse facilities or the gazebo for member gatherings or events (also see page 1 of the Rules and Regulations, “Clubhouse”, for more information).
- 8.3 Dues. An annual charge to Associate Members for membership in the Woodburn Estates & Golf.

9 PENALTIES FOR VIOLATIONS

- 9.1 The Board shall establish a schedule of fines for violations of the Restated Articles of Incorporation, Bylaws, Declaration of Deed Restrictions and Rules and Regulations of the club.

10 FISCAL YEAR The fiscal year of this Association shall begin on the first (1) day of January and shall terminate on the thirty-first (31) day of December.

11 AMENDMENTS TO BYLAWS

- 11.1 These Bylaws may be amended by the Board of Directors at any regular meeting of the Board, provided the amendment was proposed at the previous regular meeting and discussed and was posted on the bulletin board in the entrance hall by the Office at least ten days prior to next Regular Board meeting. Amended Bylaws shall be recorded in the Office of the Marion County Clerk within two weeks after the December Board Meeting.

11.2 All amendments to the Bylaws must be dated and signed by the President, Secretary and Rules Chairman, and included in the Master File and the Office File.

12 INDEMNIFICATION OF DIRECTORS AND OFFICERS The Association shall indemnify, exonerate, reimburse, or defend any present or former Director or Officer of this Association for expenses, claims, liabilities, indebtedness, penalties, attorney fees, danger, or injury incurred by or caused by them in such capacity, except for their own negligence, or their knowingly unauthorized acts or defalcations not ratified, confirmed, or adopted for the benefit thereof received by this Association.

AMENDMENTS

We certify that that these Bylaws were adopted in accordance with the Declaration of Restrictions of the Association and Rules and Regulations.

President _____ Date _____

James A. Taylor

Secretary _____ Date _____

Paula L. Kilgore

Rules Chairperson _____ Date _____

Janice A. Aiken

Of Senior Estates Golf & Country Club dba Woodburn Estates & Golf.

STATE OF OREGON
COUNTY OF: **Marion**

This instrument was acknowledged before me on _____(date)

NOTARY PUBLIC

(Seal)

Print Name: **Julia M. Senter**

My Commission Expires: April 19, 2019