

**WASHINGTON SQUARE ESTATES HOME OWNERS ASSOCIATION INC.**  
**BY LAWS**

**MISSION STATEMENT**

Washington Square Estates Homeowners Association Inc. (WSEHOA), operating as a service organization without personal or political gain, shall promote the quality of life, promote communication and goodwill among neighbors, maintain the common areas within the boundaries designated as Washington Square Estates, and act as a channel of communication for members and authorities on issues concerning the safety and common good of Washington Square Estate Homeowners Association Inc. members. In our mission we will adhere to all State of Oregon and Federal laws. We will strive to make the best use of the payments received from the homeowners to reflect the needs of the many members and not merely reflective of the elected directors. We will apply the parliamentary procedures of Roberts Rules of Order to our meetings and methodology as we lead the work of our Association.

**1.0 DEFINITIONS**

As used herein, the following terms are defined to have the following meanings:

**1.1 PROPERTIES**

The term "Properties" shall mean and refer to the real property subject to the Covenants, Conditions, and Restrictions as amended for Washington Square Estates I, II, and III, Washington County, Oregon records and to all other real property which shall be made applicable by declaration of the owner or owners or dedicatory.

**1.2 ASSOCIATION**

The "Association" shall mean and refer to Washington Square Estates Homeowners Association Inc.

**1.3 Recording of the Bylaws**

The Bylaws will be recorded in Washington County, where the planned community exists.

**2.0 MEMBERSHIP**

**2.1 MEMBERS**

Each owner of real property in Washington Square Estates shall be a member of the Washington Square Estates Homeowners Association and shall be subject to the bylaws provided that the purchasers of a parcel of real property under a duly recorded contract shall be deemed the owner of such real property for such purposes. The rights and privileges of a membership shall terminate when the holder of any such membership shall cease to qualify as an owner.

**2.2 VOTING MEMBERS**

Members shall be entitled to one vote per residential lot owned.

As amended by the board at the August 15<sup>th</sup> meeting; corrected 9/10/18; edited per input at Special Member meeting 10/15/18 and with attorney review input.

## **3.0 MEETINGS**

### **3.1 ANNUAL MEETING**

The annual meeting of the members shall be held within thirty (30) days of the close of the fiscal year. (see 8.1).

### **3.2 SPECIAL MEETINGS OF THE MEMBERSHIP**

Special meetings of the members may be called by the chairman, a majority of the Board, or by written petition by 10% of the eligible voting properties.

### **3.3 NOTICES**

Written or printed notice stating the place, day and hour of the annual and any special meetings, and in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered either personally or by mail to each member not less than fifteen (15) nor more than fifty (50) days before the date of the meeting of the members. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to each member at their most recent address as it appears on the records of the Association.

### **3.4 QUORUM IN VOTING-ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP**

A quorum for any meeting of the WSE HOA consists of the number of persons who are entitled to cast 20% of the votes in the association.

The vote of a majority of the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, "except as restricted herein." (See section 4.6)

### **3.5 PROXY VOTING**

Authorization for a proxy vote shall be in writing, indicating lot number, street address, and holding the signature of the lot owner with the date.

## **4.0 DIRECTORS**

### **4.1 RESPONSIBILITIES**

The Board of Directors (Board) shall manage the property and affairs of the Association, including, but not limited to the enforcement of the Covenants, Conditions and Restrictions; and collection of assessment and the manner of collection, preparation of the annual budget.

### **4.2 COMPOSITION, ELECTION AND TENURE**

The board shall consist of five (5) persons duly elected, at the annual meeting, from among the members of the Association, at which time two (2) directors shall be selected for two (2) year terms. The remaining three (3) directors shall serve for a one year term. Nominees must either be present or have provided a written statement of their willingness to be nominated and serve if elected. Each member of the Board shall serve for a term of one year from time of election, or until a successor is elected or appointed.

#### **4.3 VACANCIES**

Any vacancy in the Board shall be filled by appointment of the remaining directors. During the existence of any vacancy, the remaining directors shall possess and may exercise all powers vested in the Board.

#### **4.4 REGULAR MEETINGS OF THE BOARD**

Regular meetings of the Board shall be held with a minimum of three (3) day notice to the members at such time and place as the Board may determine. There shall be a minimum of four (4) meetings each year. All meetings of the Board shall be open to members.

#### **4.5 SPECIAL MEETINGS OF THE BOARD**

Special meetings of the Board may be called by the chairman or upon written request of any two (2) directors. Written notice of the time and place of each special meeting of the Board shall be given to each member of the Board no less than twenty-four (24) hours prior to such meeting at the last known post address. The purpose of such meetings shall be stated with the notice and no business shall be transacted except that for which the meeting has been called.

All meetings of the board of directors shall be open to owners, except that at the discretion of the board, the board may close the meeting to owners other than board members and meet in executive session to: consult with legal counsel, to consider the following personnel matters, in negotiation and employee discipline, contracts with third parties or collection of unpaid assessments.

#### **4.6 QUORUM IN VOTING-REGULAR AND SPECIAL BOARD MEETINGS**

A majority of the members of the Board shall constitute a quorum for the transaction of all board business. The vote of a majority present shall be necessary for the adoption of any matter. A director may not vote by proxy or secret ballot.

#### **4.7 REMOVAL FROM THE BOARD**

Removal of a board member shall require an affirmative majority vote of the membership.

### **5.0 OFFICERS AND AGENTS**

#### **5.1 COMPOSITION**

The officers of the Association shall be a chairperson, vice-chairperson, secretary and treasurer elected from among the five (5) duly elected members of the Board.

#### **5.2 ELECTION**

Within fourteen (14) days of the annual meeting election, the Board shall meet to assign positions and responsibilities.

#### **5.3 CHAIRPERSON**

The chairperson shall preside at all meetings of the Board, and the annual meeting of the Association. The chairperson shall have power to appoint and discharge agents and employees, subject to the approval of the Board. Within thirty (30) days after the annual meeting all books, materials, membership lists, and ownership or administrative responsibilities connected with the task assigned while on the board, shall be turned over to the newly elected chairperson.

As amended by the board at the August 15<sup>th</sup> meeting; corrected 9/10/18; edited per input at Special Member meeting 10/15/18 and with attorney review input.

#### **5.4 VICE-CHAIRPERSON**

The vice-chairperson shall, in the absence or disability of the chairperson exercise the powers and perform the duties of the chairperson. The vice-chairperson shall also exercise such other powers and perform such other duties as shall be prescribed by the Board. Within thirty (30) days after the annual meeting all books, materials, membership lists and ownership or administrative responsibilities connected with the task assigned while on the Board, shall be turned over to the newly elected chairperson.

#### **5.5 SECRETARY**

The secretary shall give such notice of meetings to the Board as required by these Bylaws and shall keep a record of the proceedings of all such meetings. The secretary shall have custody of the books, records, and papers of the association, except those which are in the care of the treasurer or some other person to have custody and possession by resolution of the board. The secretary is authorized to sign with the chairperson, or vice-chairperson in the name of the association. The secretary shall submit such reports to the Board as may be requested by it. An assistant secretary may, if authorized by the Board, perform the duties of the secretary in the event of the absence or inability of the secretary. Within thirty (30) days after the annual meeting all books, materials, membership lists and ownership or administrative responsibilities connected with the task assigned while on the Board, shall be turned over to the newly elected chairperson.

#### **5.6 TREASURER**

The treasurer shall account for all the monies of the association received and disbursed as the Board shall designate, subject to withdrawal in the manner determined by the Board, and the treasurer shall safely keep all valuables of the association. The treasurer shall make such reports to the officers and Board as may be required and shall perform such other duties as the Board shall delegate. The treasurer shall make available to the membership, upon prior request, financial information in the form of a statement of income and expenses at any regularly scheduled board meeting. The treasurer shall prepare and distribute to members an annual financial statement and proposed budget in accordance with ORS 94.670. An assistant treasurer may, if authorized by the Board, perform the duties of the treasurer in the event of the absence or inability of the treasurer. Within thirty (30) days after the annual meeting all books, materials, membership lists, and ownership or administrative responsibilities connected with the task assigned while on the board, shall be turned over to the newly elected chairperson.

#### **5.7 AT LARGE REPRESENTATIVE**

As a board of director member, this person could organize committees, special projects, research, assist other board members and represent all of those living within our community.

#### **5.8 EMPLOYEES AND AGENTS**

The Board's power in this area shall be limited to engaging such employees and agents to execute such contracts as may be necessary to purchase insurance coverage in accordance with ORS 94.675 and 94.685, obtain legal services, and maintenance and repair of common property so as not to be an eyesore. Payment vouchers for such expense shall require approval of a majority of the Board.

## **6.0    BOARD COMMITTEES AND PETITIONS**

### **6.1    BOARD COMMITTEES**

Committees may be established, as needed to deal with community issues or as required by the Covenants, Conditions and Restrictions. Such committees shall be under the direction of the Board.

### **6.2    PETITIONS**

A procedure for members to petition the Board on issues of concern shall be established and communicated to the membership.

## **7.0    COVENANTS FOR SERVICE ASSESSMENTS**

**7.1**    Each owner of any residential lot or home within the property by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall agree to pay assessments to the Washington Square Estates Homeowners Association Inc.

**7.2**    Until modified by the Washington Square Estates Homeowners Association, acting through its Board of Directors, the monthly assessment levied against the respective residential units shall be \$8.00.

**7.3**    The maximum annual assessment may be increased by a vote of the members, provided that any such increase shall be approved by the affirmative vote of a majority of the entire membership, at any regular or special meeting of the members, provided written notice of the proposed increase shall have been included in the notice of the meeting and sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. The only regularly scheduled meeting of the members is the annual meeting. The vote shall be taken in a written format, and proxy ballots will be accepted.

**7.4**    If total reserves of the association exceed \$15,000.00 as of the end of an annual period, the Board shall suspend the monthly assessment until the reserves fall below \$5,000.00.

**7.5**    Increases or decreases in the monthly assessments shall be uniformly applied. Assessments may be collected on a monthly, quarterly, or annual basis.

**7.6**    The assessments, as provided in this Article shall commence on the first day of the month following the conveyance of title to the homeowner. Written notice of any change in the monthly assessment shall be sent to each owner subject thereto, insofar as the identity and mailing address of such owner is known to the Board of Directors of the Association. Assessments paid shall be expended by the Association only when it has billed, or has received a bill, for property or services provided by it or others, which are within the scope of the purposes for the assessments, as set forth in this Article. The Association shall not expend any paid assessments for any other purposes, and no owner shall have any personal interest in assessments paid, or levied but unpaid, nor any right to withdraw or assign any portion of accrued and unexpended assessments on hand with the Association.

**7.7**    The following property subject to this declaration shall be exempt from the assessments created herein:

(a) all properties expressly dedicated to and accepted by a local authority;

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(b) the common areas.

**7.8** Any assessment which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the due date, the association, as agent of the membership may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the assessed residential unit. Costs and reasonable attorneys' fees incurred in any such action or suit, and any appeal there from, shall be added to the amount of such assessment, and included therein and in the lien.

No person shall avoid, for themselves or their property, the obligation to pay assessments by abstaining from use of any common facilities which may be accessible to the use of members.

**7.9** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any residence shall not relieve the assessment lien.

**7.10** In the event of the dissolution of the association, all unexpended assessments shall be disbursed in their entirety by the even distribution to all members of the Association.

## **8.0 MISCELLANEOUS**

### **8.1 FISCAL YEAR**

The fiscal year of the Association shall be January 1, through December 31.

### **8.2 PARLIAMENTARY AUTHORITY**

Robert's Rules of Order in its most recent revision, shall be the parliamentary authority governing the meetings of the Association, the Board and all committees, subject to the laws of the State of Oregon, the articles of incorporation and these Bylaws.

## **9.0 AMENDMENTS**

These Bylaws may be amended at any regular or special meeting of the membership, provided that the proposed amendment shall have been included with the notice of the meeting. A vote of an affirmative majority of the membership (>50%) shall be required for any amendment of the Bylaws.