

By Law to support mandatory backflows at point of

RECEIVED

JAN 23 2012

FIELD SERVICES  
DRINKING WATER PROGRAM

Service. 1-19-2012 Joyce Peaney

Westridge Board President

Westridge Homeowners and Water Association

BYLAWS

41-05998

OCHOCO REAL ESTATE, INC., the owners of all the real property located in the County of Crook, State of Oregon, more particularly described as Westridge Subdivision, duly platted on the 28th day of September, 1995, in the County Clerk's Office, do hereby establish the bylaws of the Westridge Homeowners and Water Association, which constitutes additional covenants to run with the land and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the use of and limitations upon all future owners of said real property and who hereby consent to be bound by conditions herein provided, to wit:

ARTICLE I: Membership and Voting Rights

Every person or entity who is a record owner of a fee or undivided fee interest in a lot, by virtue of such ownership shall be a member of the Westridge Homeowners and Water Association (hereafter referred to as Association). Membership shall be appurtenant to and may not be separated from ownership of any lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming an owner and shall automatically terminate when ownership of a lot is terminated or transferred. Each member is entitled to one vote for each lot in which they hold ownership.

ARTICLE II: Meetings of Property Owners

- A. Place: Meetings of the property owners shall be held at such place as shall be designated in the notice of the meeting.
- B. Annual Meeting: There shall be an annual meeting of the property owners of this Association, beginning with the calendar year after initial formation which shall be held on the business day selected by the President after due notice of the meeting as provided by these bylaws, but not later than June 1. At the annual meeting the property owners of the association shall transact such business as shall properly come before them and the property owners shall elect a Board of three (3) Directors.
- C. Special Meetings: Special meetings of the property owners may be called by the President, the board of Directors or by at least 40 percent of the owners of all the lots.

Subdivision and to assist the property owners in enforcing and modifying, if necessary, the Covenants, Conditions, and Restrictions for the subdivision.

B. Architectural Review Committee: The Association, through its Board of Directors, shall appoint a three (3) person architectural review committee whose function is to review building plans of individual homeowners for compliance with the restrictions established within the Covenants, Conditions, and Restrictions for Westridge Subdivision. The purpose of the review committee is to ensure the current and future value of the properties within the subdivision.

C. Assets: The Association will own at such time that Ochoco Real Estate, Inc. deeds over the rights and ownership of all the water facilities, including but not limited to water main, transmission lines, pumping stations, valves, wells, meters, and other devices for the distribution of water.

D. Payment for Association Fees/Usage and Sanctions: *Each member shall pay his/her quarterly Association assessments in a manner and rate as prescribed by the Board of Directors. (2) (4-6)*

E. Fee Notice: *If the fee for the payment of any Association fee is not paid upon the required date, a notice shall be delivered to the member owing the amount or by mailing a copy of the notice to the member by certified mail, return receipt requested. Such notice shall give the member no less than ten (10) days from the date of receipt to pay all amounts owing, plus a \$50.00 late fee. If the water usage fees are not paid, then service to the member's property will be discontinued until all amounts owed, including the late fee, are so paid, in addition to a reconnect fee of \$150.00. If the fee amounts due are not paid within the time specified, member grants the Association, its officers, Directors, or agents, authority to disconnect the water service and member shall have no recourse against any such persons. The Board of Directors retains the right to waive the late fee if unusual/extraordinary circumstances or hardship is proven by the member. (2) (4-6)*

F. Collection of Fees: *If any Association fee or assessment or initiation fee become delinquent, member grants the Association, its officers, Directors, or agent, authority to attach a lien and to foreclose on said Westridge property for the collection of said fees and the member shall have no recourse against any such persons. (2)(4-6)*

G. Mandatory Backflow Valve on Water Service: *Upon connection to the water system it is understood that all property owners will install a functioning backflow valve placed immediately beyond the point at which the main water line is tapped. Backflow devices must be installed and maintained in accordance with this law. Backflow devices must be checked annually. The service shall be tested in March prior to irrigation. A copy of*



*the service record will be forwarded to the Board of Directors and the Association bookkeeper. There will be a 60-day period to get the annual service completed and submitted to the board by April 30th (this can be included with the second quarter water payment). If there is noncompliance, water service will be terminated until a backflow valve has been installed in the above stated position and has been tested in accordance with the Oregon statute. (4)*

#### ARTICLE VI: Notices and Validity

A. Waiver of Notice: When any notice is required to be given to any member or Director of the Association, a written waiver thereof, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice.

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.

#### ARTICLE VII: Bylaw Revisions

Any or all of these Bylaws may be altered, amended, repealed, or suspended by a majority vote at a meeting of the Directors provided such a purpose stated in the notice of the meeting. New Bylaws may be adopted in a like manner.

#### ARTICLE VIII: Corporation

All rights, duties and obligations, of whatever kind whatsoever, of the Westridge Homeowners and Water Association ("Association") are hereby transferred to the Westridge HOA, Inc., an Oregon nonprofit corporation ("Corporation"). The Board of Directors of the Association shall automatically become the Board of Directors of the Corporation and shall serve out their terms as the transfer of authority had not occurred.

The purpose of this Bylaw amendment is to create a corporation to service in the same capacity as the association of lot owners. Except as specially set