

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-38107



\$111.00

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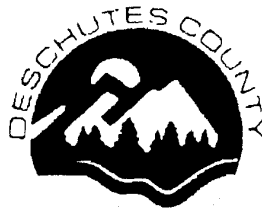
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D-BYLAWS Cnt=1 Stn=25 SHIRLEY

\$65.00 \$11.00 \$10.00 \$5.00 \$20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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13
Return to:
GERALD Gertes
3785 SW 58th Street
REDMOND, OR 97756

BY LAWS OF
CHRISTIE ACRES PROPERTY OWNERS ASSOCIATION
2nd Revision

ARTICLE I: NAME AND PURPOSE

Section I:

This Association shall be called CHRISTIE ACRES PROPERTY OWNERS ASSOCIATION.

Section II:

The intent of the Association is to maintain the private roads within Christie Acres and insure privacy for the property owners.

ARTICLE II:

Section I:

All owners of a parcel of property within the above described development shall automatically become a member of this Association. Any person purchasing any parcel within the development under an agreement of sale shall be deemed the owner of said parcel for the purposes hereunder. Multiple owners of a parcel shall be entitled to one membership.

ARTICLE III: ANNUAL ASSESSMENT, WATER ASSESSMENT,
FEES, LIEN ON PROPERTY IF UNPAID

Section I:

The Association shall annually assess dues against each lot in Christie Acres, in the amount of \$285, which shall be due on June 1st each year. This assessment shall be known as the Annual Assessment. It shall be used for maintenance of roads within Christie Acres and for other necessary expenses of the said Property Owners Association, which shall include, but not be limited to, insurance premiums and legal advice. The Annual Assessment for any year shall not be past due until after December 31st of the assessment year. The Annual Assessment shall bear interest at the rate of 1½ percent per month from the date they are past due, January 1st, to the date paid. Interest on past due assessments shall be compounded monthly as of the first day of the month.

Section II:

The Association shall annually assess against Lots 1, 2, 3, 4, and 5 of Block 1 and Lots 2, 3, and 4 of Block 2 of Christie Acres an additional assessment for Irrigation Water delivered to the property by the Central Oregon Irrigation District, herein called COID, and billed by COID to the Association, which assessment shall be known as the Water Assessment herein. The

total amount of the water assessment will be divided by 8 lots as each lot receives 24 hours of irrigation every 8 days. The Water Assessment, for those members on the irrigation system, shall be past due on April 1st of the year in which it is billed by the Association to the member.

Section III:

In the event that an assessment and all accrued interest thereon, are not paid before the assessment becomes 90 days past due, it, together with any collection costs incurred to collect the same, shall become a lien upon the lot to which it is applicable, without the necessity of filing a lien in the Office of the County Clerk of Deschutes County, Oregon, although the filing of a claim of lien shall be additional notice of the lien disclosed in the said claim of lien.

Section IV:

Liens under this Article shall have a duration of seven (7) years from the date that they attach to a lot. The Association shall have the right to foreclose liens created under this Article at any time during the duration of the said lien in the manner provided for the foreclosure of liens under the laws of the State of Oregon.

Section V:

In the event the Board of Directors institutes procedures to collect a past due assessment or foreclose a lien arising under this Article, the Association shall be entitled to recover, in addition to the lien amount, any collection cost including attorney fees and court cost, including those incurred upon appeal, which it reasonably incurs.

ARTICLE IV: MEMBERSHIP MEETINGS

Section I: Annual Meetings

The annual membership meeting shall be held the 2nd week of August of each year or such other time as may be designated by the property owners.

Section II: Special Meetings

Special membership meetings shall be called by the Secretary upon resolution of the Board, or upon petition of five (5%) of the voting members. The petition shall state the purpose of the special meeting and may fix a period of two weeks during which the meetings may be held, provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

Section III: Quorum

At any regular or special meeting a quorum shall consist of sixty (60) percent of the membership. Any meeting at which a quorum is

not present may be adjourned for from seven (7) to fourteen (14) days, and notice given to all voting members of the adjourned meeting. At the reconvened meeting, a quorum will consist of fifty (50) percent of the membership.

Section IV: Powers of Meetings

At a membership meeting, declarative resolutions may be adopted, and instructions may be issued to the Board provided they do not abridge powers specifically granted to the Board by these Articles. At a special membership meeting no business may be conducted other than that stated as the purpose of the meeting without the unanimous consent of the members present.

Section V: Voting Rights

Each lot shall be entitled to one vote only, cast in person or by mail, or by proxy.

ARTICLE V:

Section I: Directors

The management of the Association shall be vested in a Board of Directors of four (4) persons, elected every two (2) years by the membership. From the Board, the following positions shall be elected by the Board: President, Vice President, Secretary and Treasurer.

Section II: Vacancies

Any Director of this Association, who having been duly notified, fails to attend two consecutive regular meetings without excuse satisfactory to the Board, shall thereby forfeit his/her membership thereon, and the position shall thereupon be deemed vacant.

Section III: Duties of Directors

The Directors shall administer the following -

- 1) They shall arrange an impartial audit of the financial records of the Association at the discretion of the Board.
- 2) They may create advisory Committees composed of individuals interested in one of more phase of the work of the Association.
- 3) They shall have the power to expend money to maintain the roads for the benefit of all members.
- 4) They shall provide such additional services to the members as the membership in their discretion may determine to be advisable.
- 5) In the case of a dispute, the Board of Directors provides review and a final decision on the issue.

Section IV: Officers

The officers shall be: President, Vice-President, Secretary, Treasurer, and such others as the Board may deem necessary. The President, Vice President, Secretary and Treasurer shall be appointed by the Board of Directors at the first regular board meeting following the bi-annual election. All officers shall

hold office at the discretion of the Board.

Section V: Duties of Officers

- President:
1. Chair Meetings.
 2. Represent Property Owners with the Community.
 3. Set, and have available, agendas for Association Meetings.
 4. Final responsibility to represent/communicate Christie Acres Property Owners Association with the community and other members.
- Vice President:
1. Fulfill all duties of the President in his/her absence.
 2. Act as Plan and Site Review Board Chairperson.
- Secretary:
1. Keep written minutes of all Board and General Membership meetings.
 2. Distribute copies of all minutes to the General Membership.
 3. Handle correspondence for the Association.
 4. Maintain original copies of all Association business and legal papers.
 5. Keep attendance records at meetings.
- Treasurer:
1. Maintain an official record of the assessments made by the Board of Directors against the various properties of Christie Acres.
 2. Maintain responsibility for the Association's accounts receivables and payables.
 3. Give Treasurer's report at member meetings.
 4. Issue a financial statement of his/her work during the year, and of the progress and condition of the Association, to the Board. The Board then presents this report at the annual meeting of the membership.

Two Board member signatures are required for all checks written for the Association: the treasurer or his/her designee and an officer of the Board.

Until further notice the address of the Association shall be:
3785 SW 58th St.
Redmond OR 97756

Section VI: Bonds

All officers and employees of the Association handling funds of the Association shall be bonded in an amount to be set by the Board of Directors.

Section VII: Plan and Site Review Board

The Plan and Site Review Board shall consist of the Vice President (Chairperson) and two elected members at large from the Association. They will approve all building plans prior to construction. This also applies to fences, out buildings, 12x12 and larger permanent structures and other improvements as stated in the CC&R document.

ARTICLE VI:

Section I: Mail Vote

Whenever, in the judgment of the Board of Directors, any question shall arise which it considers should be put to a vote of the membership, and when it deems it inexpedient to call a special meeting for that purpose, it may submit the matter to the membership in writing by mail for vote and decision. The question thus presented shall be determined according to a majority of the votes received by mail within two (2) weeks after such submission to the membership, provided that in each case, votes of at least sixty (60) percent of the members shall be received. Action taken in this manner shall be as effective as action taken at a duly called meeting.

ARTICLE VII:

Section I: Liabilities

The members of the Association shall not be deemed to be partners for any purpose. No member, officer, agent or employee shall be liable for the acts or failure to act of any other member, officer, agent, or employee. No officer or member of the Board of Directors shall be liable except for his/her acts or omissions arising out of his/her willful misfeasance.

ARTICLE VIII:

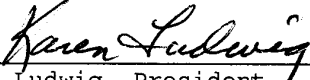
Section I: Amendments:

These By Laws may be amended, repealed or altered in the whole or in part by a majority at any duly organized meeting of the Association.

IN WITNESS WHEREOF, the undersigned has subscribed his/her signature to the BY LAWS on this _____ Day of _____, 2005, pursuant to a resolution adopted by the Board of Directors of the undersigned Corporation.

CHRISTIE ACRES

By:



Karen Ludwig, President

Board of Directors

Kim MacKenzie
Kim MacKenzie, Vice President

Joan Vetter
Joan Vetter, Secretary

Peter Murray
Peter Murray, Treasurer

Recording

Christie Acres Property Owners Association
3785 SW 58th St.
Redmond OR 97756

William H. Barstow, IV
Lot 4, Block 1

STATE OF OREGON)
) ss.
County of Deschutes)

On this 28th day of September, 2005, personally
appeared before me, the above named William H. Barstow,
IV acknowledged the foregoing instrument to be their
voluntary act and deed.



William H. Barstow, IV
William H. Barstow, IV
Stanley E. Clark
Notary Public for Oregon

My Commission Expires: Mar 6, 2008

Gerald D. Gerdes and Marilyn L. Gerdes
Lot 2, Block 1

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29th day of September, 2005, personally
appeared before me, the above named Gerald D. Gerdes
and Marilyn L. Gerdes acknowledged the foregoing
instrument to be their voluntary act and deed.



Gerald D. Gerdes

Marilyn L. Gerdes

Lori E McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Mark B. Gerdes and Rebecca L. Gerdes
Lot PTN.1, Block 1

STATE OF OREGON)
) ss.
County of Deschutes)

On this 27th day of September, 2005, personally
appeared before me, the above named Mark B. Gerdes and
Rebecca L. Gerdes acknowledged the foregoing instrument
to be their voluntary act and deed.

Mark B. Gerdes

Rebecca L. Gerdes



Lori E McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Carolyn Gonce and William Gonce
Lot 1, Block 3

STATE OF OREGON)
) ss.
County of Deschutes)

On this 20th day of September, 2005, personally
appeared before me, the above named Carolyn Gonce and
William Gonce, acknowledged the foregoing instrument to

Respectively

and 17th day of
November, 2005

be their voluntary act and deed.



Carolyn Gonce
Carolyn Gonce

William Gonce
William Gonce

Lori E McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Larry D. Havniear and Lisa Havniear
Lot 2, Block 3

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29th day of September, 2005, personally
appeared before me, the above named Larry D. Havniear
and Lisa Havniear acknowledged the foregoing instrument
to be their voluntary act and deed.



Larry D. Havniear
Larry D. Havniear

Lisa Havniear
Lisa Havniear

Lori E McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Mark L. Langeliers and Sharon L. Langeliers
Lot 1, Block 2

STATE OF OREGON)
) ss.
County of Deschutes)

On this 3rd day of October, 2005, personally
appeared before me, the above named Mark L. Langeliers
and Sharon L. Langeliers acknowledged the foregoing

instrument to be their voluntary act and deed.



Mark L. Langeliers
Mark L. Langeliers

Sharon L. Langeliers
Sharon L. Langeliers

Lori E. McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Roberta Licitra
Lot 4, Block 2

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29th day of September, 2005, personally
appeared before me, the above named Roberta Licitra
acknowledged the foregoing instrument to be their
voluntary act and deed.



Roberta Licitra
Roberta Licitra

Lori E. McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Karen L. Ludwig and Wayne M. Ludwig
Lot 3, Block 1

STATE OF OREGON)
) ss.
County of Deschutes)

On this 28th day of September, 2005, personally
appeared before me, the above named Karen L. Ludwig and
Wayne M. Ludwig acknowledged the foregoing instrument
to be their voluntary act and deed.

Karen L. Ludwig
Karen L. Ludwig



Karen L. Ludwig

Karen L. Ludwig

Wayne M. Ludwig

Wayne M. Ludwig

Notary Public for Oregon

My Commission Expires: Mar 6, 2005

David W. MacKenzie and Kimberly L. MacKenzie
Lot 2, Block 2

STATE OF OREGON)
) ss.
County of Deschutes)

respectively

On this 31st day of September, 2005, personally
appeared before me, the above named David W. MacKenzie
and Kimberly L. MacKenzie, acknowledged the foregoing
instrument to be their voluntary act and deed.

[Signature]
David W. MacKenzie



[Signature]
Kimberly L. MacKenzie

Lori E. McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

Johnnie Murray and Peter Murray
Lot 3, Block 3

STATE OF OREGON)
) ss.
County of Deschutes)

respectively

On this 12th day of October, 2005, personally
appeared before me, the above named Johnnie Murray and
Peter Murray, acknowledged the foregoing instrument to
be their voluntary act and deed.



Johnnie Murray
Johnnie Murray

Peter Murray
Peter Murray

Lori E. McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

H. Derek Palmer and Kristina L. Palmer
Lot 3, Block 2

STATE OF OREGON)

) ss.

County of Deschutes)

respectively

On this 4th day of October, 2005, personally
appeared before me, the above named H. Derek Palmer and
Kristina L. Palmer acknowledged the foregoing
instrument to be their voluntary act and deed.

H. Derek Palmer
H. Derek Palmer

Kristina L. Palmer
Kristina L. Palmer



Lori E. McCabe
Notary Public for Oregon

My Commission Expires: 8/14/08

George Lee Rondema and Jeannine K. Rondema
Lot 5, Block 2

STATE OF OREGON)

) ss.

County of Deschutes)

On this 27th day of September, 2005, personally
appeared before me, the above named George Lee Rondema
and Jeannine K. Rondema acknowledged the foregoing

instrument to be their voluntary act and deed.

George Lee Rondema
George Lee Rondema



Jeannine K Rondema
Jeannine K. Rondema

Lori E McCabe
Notary Public for Oregon

My Commission Expires: 9/14/08

Catherine L. Wilson and Martin L. Wilson
Lot 5, Block 1

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29th day of September, 2005, personally
appeared before me, the above named Catherine L. Wilson
and Martin L. Wilson acknowledged the foregoing
instrument to be their voluntary act and deed.

Catherine L Wilson
Catherine L. Wilson

Martin L. Wilson
Martin L. Wilson



Stanley E Clark
Notary Public for Oregon

My Commission Expires: March, 2008

Beccy Wren and William Jonathan Wren
Lot 4, Block 3

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29th day of September, 2005, personally
appeared before me, the above named Beccy Wren and
William Jonathan Wren acknowledged the foregoing

instrument to be their voluntary act and deed.



Beccy Wren
Beccy Wren

William Jonathan Wren
William Jonathan Wren

Lori E McCabe
Notary Public for Oregon

My Commission Expires:

8/14/08