

BYLAWS

SKYVIEW ACRES WATER COMPANY

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ARTICLE I. OFFICES

The principal office of the cooperative corporation (the "Cooperative") in the state of Oregon shall be located in the city of Sandy, county of Clackamas. The Cooperative may have such other offices, either within or without the state of Oregon, as the Board of Directors may designate or as the business of the Cooperative may require from time to time.

The registered office of the Cooperative required by the Oregon Cooperative Corporation Act (the "OCCA") to be maintained in the state of Oregon initially shall be the location designated in the articles of incorporation, subject to change by the Board of Directors or the registered agent as provided by the OCCA.

ARTICLE II. MEMBERS

Section 2.1 Annual Meeting. Unless a different date of time is fixed by the Board of Directors and stated in the notice of meeting, the annual meeting of the members shall be held on the second Tuesday of September each year at 7:00 p.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Section 2.2 Special Meetings. Special meetings of the members, for any purpose or purposes, may be called by the president or by the Board of Directors, and shall be called by the president if one or more written demands for a meeting describing the purpose or purposes for which it is being held are signed, dated, and delivered to the secretary by the holders of at least 10 per cent of all votes entitled to be cast on any issue proposed to be considered at the meeting.

Section 2.3 Voting. Each member shall be entitled to one vote per currently active membership, in person or, as applicable under Section 2.7 of this Article II by mail ballot. If a membership is held in the names of two or more members, their acts with respect to voting shall be as follows (a) if only one member votes, such act binds all, and (b) if more than one member votes, the votes shall be divided on a pro-rata basis. A member that is a corporation, association, trust or partnership may designate a representative to cast its votes, or, if no such designation has been made, such member may be represented by any of its principle officers. Votes by members are allocated based on one vote per cooperative owned meter.

Section 2.4 Membership. Membership in the Cooperative is based upon ownership of real property that receives water directly from a Cooperative owned meter and payment of a periodic membership base fee in an amount determined by the Board of Directors, as may be adjusted by the Directors from time to time, payment of a

periodic volume charge for actual water usage, and other appropriate fees and conditions as may be determined by the Board of Directors..

The acceptance of additional members will be contingent upon receipt by the Cooperative of a completed service application, the approval of the application by the Directors, the availability of a water meter, appropriate Water Bureau approval, payment by the prospective member of an initial membership fee in an amount to be determined by the Directors, as may be adjusted by the Directors from time to time, and, as applicable, payment of a Service Connection fee in an amount determined by the Directors.

Membership in the Cooperative will be automatically transferred upon change in the ownership of a property receiving direct service from Skyview. The new owner/s of a property receiving direct service from Skyview must complete a transfer notice and pay a membership transfer fee in an amount to be determined by the Directors, as may be adjusted by the Directors from time to time, within 90 days of giving notice of change in ownership to Skyview. The transfer fee will appear on the first invoice issued after notice in change of ownership is provided to Skyview and the invoice will not be considered paid in full unless the fee is included in the first payment. If the transfer fee is not included in the initial payment, standard termination of water service processes, up to and including termination of water service, will be implemented.

A member may withdraw from the Cooperative by delivering written notice to the Cooperative that the member wishes to withdraw from the Cooperative. Following receipt of such notice, the Cooperative will disconnect the water service to the real property, the periodic membership base fee will be discontinued, and the membership will terminate. No refund for installation, meter, connection or related fees will be granted if membership and physical service are discontinued.

Section 2.5 Place of Meeting. The Board of Directors shall determine the place of meeting for all annual and special meetings of the members, which may be within or without the state of Oregon. In the absence of any such determination, all meetings of members shall be held at the principal office of the Cooperative in the state of Oregon.

Section 2.6 Notice of Meeting. Written or printed notice stating the date, time, and place of the meeting and, in case of a special meeting or as required by the OCCA, the purpose or purposes for which the meeting is called, shall be given not earlier than 30 days nor less than 7 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the Board of Directors, or other persons calling the meeting, to each member of the record entitled to vote at such meeting and to any other member entitled by the OCCA or the articles of incorporation to receive notice of the meeting. If mailed, such notice shall be effective when deposited in the United States mail, addressed to the member at his or her address as shown in the Cooperative's current record of members, with postage thereon prepaid. If authorized by Board policy, members may elect to receive notice by electronic means. A written waiver of notice of a meeting signed by the member or members entitled to such notice

whether before or after the time stated therein, shall be equivalent to the giving of such notice upon the delivery of such waiver to the Cooperative for inclusion in the minutes or filing with the corporate records. If a meeting is adjourned to a different date, time, or place announced at the meeting before adjournment, notice need not be given of the new date, time, or place unless a new record date for the adjourned meeting is or must be fixed under the OCCA.

Section 2.7 Mail Ballots. If authorized by the directors, the Cooperative may submit by mail ballot any question to be voted on at any member meeting, including the election of directors. In such event the secretary shall mail to each member along with the notice of the meeting, the ballot on each such question and a voting envelope. The ballot may be cast only in a sealed envelope which is authenticated by the member's signature. A vote so cast shall be counted as if the member were present and voting in person.

Section 2.8 Quorum: Manner of Acting. A quorum of the membership shall be the number of members in attendance at any regular or special meeting of the membership that has been properly noticed. Directors shall be elected by a plurality of the votes cast by the members entitled to vote in the election at a meeting at which a quorum is present. Once a membership is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting.

Section 2.9 Acceptance of Votes. If the name signed on a vote, consent, or waiver, corresponds to the name of a member, the Cooperative shall be entitled to accept the vote, consent, or waiver and give it effect as the act of the member.

If the name signed on a vote, consent, or waiver does not correspond to the name of its member, the Cooperative shall nevertheless be entitled to accept the vote, consent, or waiver, and give it effect as the act of the member if:

- (a) The member is an entity and the name signed purports to be that of an officer or agent of the entity.
- (b) The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member.
- (c) The name signed purports to be that of a receiver or trustee in bankruptcy of the member.
- (d) The name signed purports to be that of a pledge, beneficial owner, or attorney-in-fact of the member.

(e) Two or more persons are the member as cotenants or fiduciaries, the name signed purports to be the name of at least one of the co-owners, and the person signing appears to be acting on behalf of all co-owners.

The Cooperative shall be entitled to reject a vote, consent, or waiver if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

Section 2.10 Action Without Meeting. Any action required or permitted by the OCCA to be taken at a meeting of the members may be taken without a meeting if one or more consents in writing, describing the action so taken, shall be signed by all members entitled to vote on the action and delivered to the Cooperative for inclusion in the minutes or filing with the corporate records.

ARTICLE III. BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Cooperative shall be managed under the direction of its Board of Directors.

Section 3.2 Number, Tenure, and Qualifications. The number of directors of the Cooperative shall be seven. The number of directors may be increased or decreased from time to time by amendment to these bylaws, provided that, unless permitted by the OCCA, the number of directors shall not be less than three. Each director shall hold office for a term not to exceed three years, unless sooner removed from office as hereinafter provided. Directors shall be members of the Cooperative. The terms of the directors shall be staggered so that the terms of office of no more than sixty percent of the directors shall expire in any one calendar year.

Section 3.3 Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately following, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the state of Oregon, for the holding of additional regular meetings without other notice than such resolution.

Section 3.4 Special Meetings. Special meetings for the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the state of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.5 Notice: Waiver. Notice of the date, time, and place of any special meeting shall be given at least 48 hours in advance either orally or in writing. Notice may be delivered in person, by telephone, telegraph, teletype, or by other form of wire or wireless communication, or mail or private carrier. Such notice shall be deemed effective at the earlier of (a) receipt, (b) five days after its deposit in the United States

mail, as evidenced by the post mark, and (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and receipt is signed by or on behalf of the director. Oral notice is effective when communicated. A director's attendance at, or participation in, a meeting shall constitute a waiver of notice of such meeting, except where a director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Any director may also waive notice of any meeting by signing a written waiver, whether before or after the time stated therein, which specifies the meeting for which notice is waived and which is filed with the minutes or corporate records. Neither business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

Section 3.6 Quorum. A majority of the number of directors elected and qualified shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.7 Manner of Acting. The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.8 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by the members or by the Board of Directors or, if the directors remaining in office constitute fewer than a quorum, by the affirmative vote of a majority of all the directors remaining in office.

Section 3.9 Presumption of Assent. A director who is present at a meeting of the Board of Directors when corporate action is taken shall be deemed to have assented to the action taken unless (a) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting; (b) the director's dissent or abstention from the action taken is entered into the minutes of the meeting; or (c) the director delivers written notice of dissent or abstention to the presiding officer of the meeting before its adjournment or to the Cooperative immediately after adjournment of the meeting. Such right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 3.10 Removal of Directors. All or any number of the directors may be removed by the members with or without cause at a meeting expressly called for that purpose at which a quorum is present if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. The notice of such meeting shall state that the purpose or one of the purposes of the meeting is the removal of the director or directors.

Section 3.11 Action Without a Meeting. Any action required or permitted by the OCCA to be taken at a meeting of the Board of Directors may be taken without a meeting if one or more consents in writing, describing the action so taken, is signed by all the directors and included in the minutes or filed with the corporate records reflecting the action taken.

Section 3.12 Meetings By Telephone. Meetings of the Board of Directors may be held by means of conference telephone or any other means of communication by which all directors participating can hear each other simultaneously during the meeting, and such participation shall be constitute presence in person at the meeting.

ARTICLE IV. OFFICERS

Section 4.1 Number. The officers of the Cooperative shall be a president, a vice president, a secretary, and a treasurer each of whom shall be appointed by the Board of Directors. The Board of Directors may appoint one or more additional officers and assistant officers as may be deemed necessary. If specifically authorized by the Board of Directors, a duly appointed officer may appoint one of more officers or assistant officers. The offices of secretary and treasurer may be combined in one person.

Section 4.2 Appointment and Term of Office. The officers of the Cooperative shall be appointed annually at the first meeting of the Board of Directors held after each annual meeting the members. Each officer shall hold office until his or her successor shall have been duly appointed, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 4.3 Removal. The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not of itself create contract rights, and the resignation or removal of an officer shall not affect the contract rights, if any, of the Cooperative or the officer.

Section 4.4 Vacancies. A vacancy in any office because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.5 President. The president shall be the principal executive officer of the Cooperative and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Cooperative. The president, when present, shall preside at all meeting of the members and of the Board of Directors. The president may sign, with the secretary or any other proper officer of the Cooperative thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has been authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and in general the president shall perform all duties incident to the office of

president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4.6 Vice Presidents. In the absence of the president, or in the event of the president's death, inability, or refusal to act, the vice president (or, in the event there be more than one vice president, the vice presidents in the order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment) shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 4.7 Secretary. The secretary shall (a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and responsible for the authentication of such records; (d) keep or cause to be kept a register of the post office address of each member which shall be furnished to the secretary by such member; (e); in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 4.8 Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sums and with such surety or sureties as the Board of Directors may determine. The treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Cooperative, receive and give receipts for moneys due and payable to the Cooperative from any source whatsoever, and deposit all such moneys in the name of the Cooperative at such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these bylaws; and (b) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 4.9 Assistant Secretaries and Assistant Treasurers. The assistant treasurers shall, respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president of the Board of Directors.

ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS.

Section 5.1 Salaries. The salaries of the officers, if any, shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation.

Section 5.2 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on the behalf of the Cooperative; and such authority may be general or confined to specific instances.

Section 5.3 Loans. No loans shall be contracted on behalf of the Cooperative and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5.4 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, of the Cooperative and in such manner as shall from time to time be determined by a resolution of the Board of Directors.

Section 5.5 Deposits. All funds of the Cooperative not otherwise employed shall be deposited from time to time to the credit of the Cooperative in such banks, trust companies, or other depositories as selected by the officer or officers authorized by the Board of Directors to make such selection.

ARTICLE VI. MEMBERS LIST

The Cooperative shall prepare an alphabetical list of the names, addresses and membership dates of all the members. At the time of any membership meeting, the Cooperative shall prepare, on a current basis through the time of the membership meeting, a list of members who are entitled to vote at the meeting. The membership list may include memberships that stand in the names of two or more persons. The Cooperative will not issue membership stock.

ARTICLE VII. INDEMNIFICATION

The Cooperative will indemnify each of its directors to the fullest extent permissible under the OCCA, as the same exists or may hereafter be amended, against all expense, liability, and loss (including, without limitation, attorney's fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a director of the Cooperative, or is or was serving at the request of the Cooperative as a

director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, and such indemnification will continue as to a person who has ceased to be a director, officer, partner, trustee, employee, or agent and will inure to the benefit of his or her heirs, executors, and administrators. The Cooperative may, by action of the Board of Directors, provide indemnification to officers, employees, and agents of the Cooperative who are not directors with the same scope and effect as the indemnification provided in this Article VI to directors. The indemnification provided in the Article VI is not exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of members or directors, contract, or otherwise.

ARTICLE VIII. AMENDMENTS

The alteration, amendment, or repeal of these bylaws requires the affirmative vote of a majority of eligible members, as determined by Article II, Section 2.4, in attendance, or voting by mail (if allowed) , at any regular meeting, or special meeting called for that purpose, subject to the quorum requirement of Article II, Section 2.8.

Revisions adopted September 17, 2013
Chris Maier, Secretary

Christina Maier, SAWC Secretary Date

Mike Persons, SAWC President Date