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I, Jerry Henson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Henson  
Jerry R. Henson, Director of Assessment and Taxation, Ex-Officio County Clerk



WHEN RECORDED, RETURN TO:

Vial Fotheringham LLP  
7000 SW Varnes Rd.  
Portland, Oregon 97223  
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**BYLAWS  
OF  
ALLENBACH ACRES HOMEOWNERS ASSOCIATION**

**RECITALS**

1. Allenbach Acres, a Planned Community under ORS 94.550(17), was created pursuant to Declaration of Conditions, Covenants and Restrictions ("Declaration") recorded June 30, 1986, as Document Number 86028244, Deed Records of Washington County, Oregon. Declaration was amended by the following documents recorded in the Deed Records of Washington County, Oregon:

Document No. 87021605, recorded December 2, 1986

Document No. 90-08941, recorded February 22, 1990

Document No. 90-52842, recorded September 21, 1990

The Declaration and above amendments affect the following plats recorded in the Plat Records of Washington County, Oregon:

Allenbach Acres, recorded June 30, 1986 in Book 61, Pages 13-15

Allenbach Acres No.2, recorded June 16, 1987, in Book 63, Pages 48-49

Allenbach Acres No.3, recorded October 12, 1989, in Book 70, Pages 45-48

2. The Declaration did not provide for the formation of a Homeowners Association to serve as a means through which the owners may take action with regard to the administration, management and operation of the Planned Community. Further, because no Association was formed, there are no Bylaws to govern the affairs of the Association. Instead, an "Architectural Control Committee" was created to manage the common interests of the Owners. These omissions resulted in a committee which lacks the necessary provisions, powers, flexibility and guidance needed for administration of the Owner's common interests in the planned community.

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3. The 2001 Oregon Legislature, recognizing the need for such communities to have the ability to create a Homeowners Association and to adopt Bylaws, when the original developer failed to do so, enacted Chapter 756, Oregon Laws 2001 which amends the Planned Community Act (ORS 94.550 to 783) to provide a procedure by which owners may elect to form an Association and be subject to certain provisions of the Act.

4. ORS 94.572 provides if the governing documents of such a Planned Community do not provide for the formation of an Association:

At least ten percent of the owners or any governing entity may initiate the formation of an Association by calling an organizational meeting for the purpose of voting whether to form an Association in accordance with the procedures prescribed in ORS 94.572.

At the organizational meeting, an affirmative vote of at least a majority of Owners (unless a larger percentage is specified in the governing documents) is required to adopt Articles of Incorporation to form an association and a vote of a majority of Owners present may adopt Bylaws.

5. Pursuant to ORS 94.572, at least ten percent of the Owners of lots in Allenbach Acres called an organizational meeting, in compliance with the notice and others requirements of ORS 94.572. At the organizational meeting, the Owners, by a vote of a majority of the owners of lots in Allenbach Acres:

- (a) Formed an Association to be known as "Allenbach Acres Homeowners Association. ("**Association**") and adopted Articles of Incorporation and these Bylaws which are intended to be consistent with and supplement the Declaration.
- (b) Elected an initial Board of Directors to manage the Association which shall be the same governing body referred to in the Declaration as the Architectural Control Committee.

6. In accordance with Article V of the adopted Bylaws, the initial Board of Directors met and elected officers of the Association.

**NOW, THEREFORE**, the undersigned, duly elected President and Secretary of the Association, certify that these Bylaws are the Bylaws of "Allenbach Acres Homeowners Association adopted pursuant to the requirements of ORS 94.572 at the organizational meeting.



**ARTICLE I**  
**PLAN OF OWNERSHIP; DEFINITIONS**

1.1 **Name and Location.** These are the Bylaws of Allenbach Acres Homeowners Association (“Association”). Allenbach Acres is a Planned Community created by a Declaration of Conditions, Covenants and Restrictions (“Declaration”) recorded in Washington County, Oregon as reflected in the recitals to these Bylaws. The location and property is more fully described in the Declaration.

1.2 **Purposes.** The Association is formed under the provisions of the Declaration and those provisions of the Planned Community Act to serve as the means through which the Owners may take action with regard to administration, management, and operation of the Planned Community.

1.3 **Applicability of Bylaws.** The Association, all Owners, and all persons using the Planned Community property shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

1.4 **Composition of the Association.** The Association shall be composed of all the Lot Owners in the Planned Community, and the Association, itself, to the extent any of these own any Lot or Lots in the Planned Community. The affairs of the Association shall be governed by a Board of Directors as provided in Article IV of these Bylaws.

1.5 **Incorporation.** The Association shall be incorporated under the Oregon Nonprofit Corporation Act. The Articles of Incorporation shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated Association.

1.6 **Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws. In addition, the following words shall have the following meaning:

“Assessment” means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of the Declaration or Bylaws of the planned community or Oregon’s Planned Community Act.

“Common Expenses” means expenditures made by or financial liabilities incurred by the Association and includes allocations to any applicable reserve account.

“Common Property” means any real property or interest in real property within a planned community which is owned, held or leased by the Association or owned as tenants in common by the Lot Owners, or designated in the Declaration for transfer to the Association.

**ARTICLE II**  
**VOTING**

2.1 **Voting.** Each Owner shall be allocated one vote in the affairs of the Association for each Lot owned by such Owner. The Board of Directors shall be entitled to vote on behalf of any Lot which has been acquired by or on behalf of the Association; provided, however, that the Board of Directors shall not be entitled to vote such Lots in any election of directors.



2.2 **Determination of Membership in the Association.**

(a) Upon recording of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract (unless otherwise provided in such contract) shall automatically be a member of the Association and shall remain a member of said Association until such time as such person's ownership ceases for any reason. The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

(b) Ownership shall be determined, for all purposes of the Declaration and these Bylaws, and the administration of the Planned Community, from the record of ownership maintained by the Association. The record may be established by the Owner filing with the Association a copy of the deed or land sale contract for such Lot, to which shall be affixed the certificate of the recording officer of Washington County, Oregon, showing the date and place of recording of such deed or contract. The record may also be established by an annual review of the Washington County records.

2.3 **Proxies and Rights of Mortgagees.**

(a) **Proxies**

(1) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board of Directors.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than a year after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) Every proxy shall automatically cease upon sale of the Lot by its Owner.

(b) **Mortgage Rights.**

(1) An Owner may pledge or assign such Owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the time that the Mortgagee shall give written notice of such pledge or assignment to the Board of Directors.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.



2.4 **Fiduciaries and Joint Owners.**

(a) **Fiduciaries.** An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that such person shall satisfy the secretary that he is the executor, administrator, guardian, or trustee holding such Lot in such capacity.

(b) **Joint Owners.** Whenever any Lot is owned by two or more persons jointly, according to the records of the Association, the vote of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.5 **Quorum of Owners.**

(a) At any meeting of the Association, members holding ten percent (10%) of the voting rights present in person or by proxy, shall constitute a quorum. The subsequent joinder of an Owner, in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum.

(b) When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.6 **Majority Vote.** The vote of the holders of more than fifty percent (50%) of the voting rights present, in person, or by proxy, at a meeting at which a quorum is constituted shall be binding upon all Lots and Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

**ARTICLE III**  
**MEETINGS OF THE ASSOCIATION**

3.1 **Place of Meeting.** The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Board of Directors from time to time.

3.2 **Annual Meetings.** The Association shall hold at least one meeting of the Owners each calendar year. The annual meetings of the Association shall be held on or about March 1st of each year at such hour as the president may designate, or if the president should fail to designate such date by the 31st of January, then on March 15th of each year. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

3.3 **Special Meetings.** Special meetings of the Association may be called by the president or secretary or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from at least twenty percent (20%) of the Owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.



3.4 **Notice of Meetings.**

(a) Notice of all meetings of the Association stating the date, time and place and the objects for which the meeting is being called, shall be given by the president or secretary. All notices shall be in writing and mailed to each Owner at his or her address as it appears on the books of the Association and to any first mortgagee requesting such notice not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting.

(b) Proof of such mailing shall be given by the affidavit of the person giving the notice.

(c) Notice of the meetings may be waived by any Owner before or after meetings.

(d) When a meeting is adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

3.7 **Order of Business.** The order of business at annual meetings of the Association shall be:

(a) Calling of the roll and certifying of proxies;

(b) Proof of notice of meeting or waiver of notice;

(c) Reading of minutes of preceding meeting;

(d) Reports of officers;

(e) Reports of committees, if any;

(f) Election of directors;

(g) Unfinished business;

(h) New business; and

(i) Adjournment.

3.8 **Meeting Procedure.** Unless other rules of order are adopted by resolution of the Board of Directors:

(a) Meeting of the Association shall be conducted according to the last edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Association may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.



(c) A decision of the Association is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

**3.9 Written Ballots in Lieu of Meetings.**

(a) Action By Written Ballot. At the discretion of the Board of Directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association, subject to the requirements of Subsection (d) below, delivers a written ballot to every Owner that is entitled to vote on the matter.

(b) Form and Effect of Ballot

(1) The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(2) A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot shall:

(1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) below:

(A) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(B) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or

(C) A date certain on which all ballots must be returned to be counted.

(d) Secrecy Procedure.

(1) The Board of Directors must provide Owners with at least 10 days' notice before written ballots are mailed or otherwise delivered. Such notice shall be delivered in the manner prescribed by the Board and shall inform the Owners that if at least three days before written ballots are scheduled to be mailed or otherwise distributed, which date shall be stated, at least ten percent (10%) of the Owners petition the Board of Directors requesting the secrecy procedure, the procedure specified in Paragraph (2) below must be followed.



(2) If at least three days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board of Directors requesting the secrecy procedure, a written ballot must be accompanied by:

- (A) A secrecy envelope;
- (B) A return identification envelope to be signed by the Owner; and
- (C) Instructions for marking and returning the ballot.

(e) Determination of Vote. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Paragraph (4) below, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

### 3.10 Action Taken by Owners Without a Meeting.

(a) Any action that may be taken at any annual, regular or special meeting of the Association, may be taken without a meeting and without solicitation of written ballots pursuant to Section 3.9 above, if the action is taken by all of the Owners entitled to vote on the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by all of the Owners entitled to vote on the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last Owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this Subsection has the effect of a meeting vote and may be described as such in any document.





**ARTICLE IV**  
**BOARD OF DIRECTORS**

**(Formerly known as Architectural Control Committee)**

4.1 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors is the same governing body referred to in the Declaration as the Architectural Control Committee and has all of the rights, powers and responsibility contained therein. In addition, the Board has those powers contained in these Bylaws and available under Oregon law. The Board of Directors shall be composed of five (5) directors as provided in Sections 4.2 and 4.4 below. All directors shall be an Owner or the co-owner of a Lot. Owners of the same Lot may not serve as directors simultaneously.

4.2 **Election and Term of Office.**

(a) **Organizational Meeting; Initial and Interim Directors.** Five (5) initial directors may be elected at the organizational meeting of the Association by a majority of the Owners then present. If the Owners do not elect the initial Board of Directors at the organizational meeting, the Owners shall elect an interim Board of Directors at the organizational meeting by an affirmative vote of at least a majority of the Owners then present to serve until the initial Board is elected. The meeting to elect the initial Directors, if necessary, shall be scheduled and conducted by the interim Directors.

(b) **Term and Regular Election of Directors.** Except for interim Directors, Directors shall hold office for a term of one (1) year or until their respective successors have been elected at the annual meeting of the Owners. Election shall be by plurality.

4.3 **Vacancies.** Vacancies on the Board of Directors, caused by any reason other than the removal of director by a vote of the Association, shall be filled for the balance of the term of each directorship by vote of a majority of the remaining directors even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected upon expiration of the term for which such person was elected by the other directors to serve.

4.4 **Removal of Directors.** At any annual or special meeting, other than a meeting by ballot, any one or more of the directors, other than interim directors, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting and a successor may be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered. Any director whose removal has been proposed by the Owners may be given an opportunity to be heard at the meeting. Furthermore, the Board of Directors may declare that a Board member's position is terminated and vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors.

4.5 **Powers and Duties.** The Board of Directors shall have the powers and duties vested it in the Declaration, these Bylaws, the Planned Community Act, and those powers necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners.



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4.6 **Other Duties.** In addition to duties imposed by these Bylaws or by resolutions of the Association, the Planned Community Act or other applicable law, the Board of Directors shall have authority to carry out and be responsible for the following matters:

(a) **Maintenance of Common Property.** Care, upkeep, and supervision of the Common Property;

(b) **Reserves.** Establishing and maintaining replacement Reserve accounts and other reserves required by these Bylaws or the Declaration, and such other reserve accounts as are permitted by these Bylaws.

(c) **Assessment Collection.** Designation and collection of assessments from the Owners in accordance with these Bylaws, the Declaration, and the Planned Community Act.

(d) **Budget.** Establishment of a budget for payment of all common expenses of the Association. Payments made by the Association shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(e) **Personnel.** Designation and dismissal of the personnel necessary for the maintenance and operation of the Planned Community.

(f) **Financial Statement.** The preparation and distribution of annual financial statement of the Planned Community to each Owner in accordance with Section 10.5 below.

(g) **Rules.** Promulgation, adoption, and amendment of administrative rules, regulations and architectural guidelines governing the details of operation and use of any Common Property and the conduct for Owners, employees, and invitees.

(h) **Enforcement.**

(1) Enforcement by legal means of the provisions of the Planned Community Act, the Declaration, these Bylaws and any rules and regulations adopted thereunder, including the right:

(a) To enter upon the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; or

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings consistent with the enforcement provisions of the Declaration; or

(c) To levy reasonable fines after giving notice and an opportunity to be heard. Such fines shall be treated in the same manner as common assessments.



(d) To cause a lien to be recorded against any Lot to secure the payment of any unpaid fines, fees or assessments owed to the Association.

Any expense incurred by the Association in remedying the default, damage incurred by the Association or Owners, or fines so levied shall be assessed against the offending Lot and Owner as a common expense and enforced as provided in the Declaration, these Bylaws and the Planned Community Act.

(i) Insurance. Obtaining and maintaining insurance policies and payment of premiums therefor out of the common funds in respect to the Common Property, if any, as more specifically provided in Article VIII below.

(j) Insurance Review. At least annually, the review of the insurance coverage of the Association as needed and as may be provided for in these Bylaws.

(k) Annual Report. The filing of the Annual Report with the Oregon Secretary of State in accordance with ORS chapter 65.

(l) Income Tax Return. Preparation or causing to be prepared and filed any required income tax returns or forms.

(m) Copies of Documents. Compliance by the Association with ORS 94.670 relating to maintenance of documents delivered of the Association and maintenance and distribution of financial statements and maintenance of copies suitable for duplication of the Declaration, Articles of Incorporation, Bylaws, Association rules and regulations and any amendment thereto, the most recent financial statement, and the current operating budget of the Association.

(n) Appointment of Committees. Appointment of members of committees as the Board of Directors in its sole judgement deems necessary or appropriate to assist the Board in its duties.

4.7 Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

4.8 Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the Board of Directors may be called by the president or secretary or on the written request of at least three (3) Directors. Notice of any regular or special meeting shall be given to each director, personally or by mail, including electronic mail if approved by the Board, telephone, or telegraph at least ten (10) days prior to the day named for such meeting and shall state the time, place, and purpose of such meeting.

4.9 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board of Directors:

(a) Meeting of the Board of Directors shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.



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(b) A decision of the Board of Directors may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Board of Directors is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

#### 4.10 Open Meetings

(a) All meetings of the Board of Directors shall be open to Owners except that, in the discretion of the Board, the following matters may be considered in executive session:

(1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters;

(2) Personnel matters, including salary negotiations and employee discipline; and

(3) The negotiation of contracts with third parties;

(b) Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners.

4.11 Waiver of Notice. Any director may, at anytime, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by such director, except where the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Subject to the notice requirements specified in Section 4.8 above, if all directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

4.12 Board of Directors Quorum. At all meetings of the Board of Directors a majority of the existing directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by a vote of the Owners.



4.14 **Liability and Indemnification of Directors, Officers, Manager, or Managing Agent.**

(a) The directors and officers shall not be liable to the Association for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith.

(b) The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, officers, manager, or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws.

(c) Each director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party or which they may become involved, by reason of being or having been a director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager, or managing agent is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of his or her duties.

4.15 **Fidelity Bond.** The Board of Directors shall require any person or entity, including, but not limited to, employees of any professional manager who handles or is responsible for Association funds, to furnish such fidelity bond as the Board of Directors deem adequate. The premiums on such bonds shall be paid by the Association.

4.16 **Insurance.** The Board of Directors shall obtain the insurance required in Article VIII below. In addition, the Board of Directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or Owners. The Board of Directors shall conduct an annual insurance review in accordance with Section 4.6 above.

**ARTICLE V**  
**OFFICERS**

5.1 **Designation and Qualification.** The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be Owners or co-owners and shall be elected by the directors. The directors may appoint an assistant treasurer, an assistant secretary, and any such other officers as in their judgment may be necessary. Directors may also serve as officers.

5.2 **Election of Officers and Vacancies.** The officers of the Association may be elected annually by the Board of Directors at the organizational meeting of each new Board or any Board of Directors' meeting thereafter to serve for one year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or for any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board.

5.3 **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the Board of Directors.



5.4 **President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the Owners from time to time, as the president may in his or her discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The president shall be entitled to vote at Board of Directors meetings only in case of a tie vote at any such meeting and such vote of the president shall be final.

5.5 **Vice President.** The vice president shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Vice President.

5.6 **Secretary.** The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; the secretary shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of secretary.

5.7 **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors.

5.8 **Compensation of Officers.** No officer shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by a vote of the Owners.

## **ARTICLE VI** **ASSESSMENTS**

### 6.1 **Budget.**

(a) **Adoption.** The Board of Directors shall, from time to time and at least annually, prepare a budget for the Association; estimate the common expenses expected to be incurred, less any previous over assessment; and assess the common expenses to each Owner in the allocation set forth in the Declaration as provided in Section 6.2 below. If Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) **Budget Summary.** Within thirty (30) days after adopting the annual budget for the Association, the Board of Directors shall provide a summary of the budget to all Owners.

### 6.2 **Periodic Assessment.**

(a) Subject to the terms of the Declaration, the Board of Directors, on behalf of the Association, shall assess the Owners, from time to time and at least annually, and shall take prompt action to



collect from an Owner any Assessment due which remains unpaid for more than thirty (30) days from the due date for its payment.

(b) Subject to the Declaration, the Board of Directors may by a majority vote of the Board establish a different assessment schedule. No change to the assessment schedule shall become effective unless affected Owners have been given not less than thirty (30) days' written notice of the change.

6.3 **Determination of Assessments** The assessment of lots shall include the following items which shall be common expenses:

- (a) Expenses of administration;
- (b) Expenses of maintenance, repair, or replacement of any Common Property or any other portions of the Planned Community required to be maintained by the Association pursuant to the Declaration or Bylaws;
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws;
- (d) Reserve for major maintenance and replacements as set forth in Section 6.6 below;
- (e) Any deficit in common expenses for any prior period;
- (f) The cost of utilities for the Common Properties, if any, and other utilities that have a common meter or that are commonly billed, such as water and sewer, except the cost of power for any street lights located on a Lot shall be the responsibility of the Owner of the Lot upon which the street light is located.
- (g) Any other items properly chargeable as an expense of the Association.

6.4 **Association Accounts**. The Association shall maintain two (2) primary accounts and such other accounts, including a general operating reserve account, as the Board of Directors deems necessary to manage the Association's funds. These accounts shall be identified as the:

- (a) General Operating Expense Account; and
- (b) Major Maintenance and Replacement Reserve Account in accordance with Section 6.6 below.
- (c) The above accounts shall have allocated to them, those amounts from the monthly assessments deemed necessary by the Board for the purposes set forth Section 6.3 above.



6.5 **Assessment of Owners.**

(a) **Obligation to Pay.**

(1) All Owners shall be obliged to pay the following types of assessments imposed by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration:

(A) Regular Assessments for the following:

(i) Operating Expenses permitted under Section 6.3 above relating to the operation of the Property which expenses may include items other than those specified in Section 6.3(b) above.

(ii) Reserve Expense required under Section 6.3(d) above.

(B) Special or Extraordinary Assessments as provided in Section 6.7 below.

(C) Assessments for any other charges levied by the Association.

(2) Assessments may not be waived due to limited or nonuse of Common Property, and no Owner may offset amounts owing or claimed to be owing by the Association to the Owner against such Owner's obligation to pay assessments.

(c) **Commencement and Due Date of Regular Annual or other Periodic Assessments.**

Subject to Subsection (d) below, monthly regular assessments shall commence upon closing of a Lot in the Planned Community and shall be due and payable as established by the Board of Directors.

(d) **Commencement of Replacement Reserves.**

A portion of the regular monthly assessments allocated for major maintenance and replacement reserves as described in Section 6.6 below. This allocation shall commence upon the closing of the sale of a Lot in the Planned Community.

6.6 **Major Maintenance and Replacement Reserve Account.**

(a) **Establishment of the Reserve Account.**

A reserve account shall be established for major maintenance and replacement of all items of Common Property, if any, all or part of which would normally require replacement in more than three (3) or less than thirty (30) years, for exterior painting if the Common Property includes exterior painted surfaces, and for other items, whether or not involving Common Property, if the Association has responsibility to maintain them and for other items required by the Declaration or Bylaws.

The reserve account need not include reserves for those items:

(1) That could reasonably be funded from operating expenses; or





(2) For which one or more Owners are responsible for maintenance and replacement under the provisions of the Declaration or Bylaws.

The reserve account shall be established in the name of the Association.

(b) Funding of Reserve Account.

(1) The reserve account shall be funded by assessments against individual Lots assessed for maintenance of items for which the reserve account is being established which sums shall be included in the regular assessment for the Lots. The amount of payments shall be adjusted at least annually as provided in Subsection (c) below to recognize changes in current replacement costs over time.

(c) Determination of Reserve Account: Reserve Study. The Board of Directors annually shall conduct a reserve study, or review and update an existing study, to determine the reserve account requirements and may adjust the amount of payments as indicated by the study or update; and provide for other reserve items that the Board of Directors, in its discretion, may deem appropriate.

The reserve study shall include:

- (1) Identification of all items for which reserves are to be established;
- (2) The estimated remaining useful life of each item as of the date of the reserve study;
- (3) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (4) A 30-year plan with regular and adequate contribution, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

(d) Use of Reserve Fund

(1) The reserve account shall be used only for the purposes for which the reserves have been established and is to be kept separate from other funds; provided, however, that the Board of Directors, pursuant to a resolution, may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Funds borrowed under this section must be repaid later from assessments if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of the funds. Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period of time.

(2) The reserve account may be invested by the Board of Directors subject to normal prudent investment standards. The Association, with the approval of at least sixty-six percent (66%) of the Owners, may increase, reduce or eliminate future assessments for the reserve account.



(e) Reserve Fund Association Property. Assessments paid into the reserve account shall be the property of the Association and are not refundable to sellers of Lots.

6.7 Special or Extraordinary Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or Owners in the following manner for the following purposes:

(a) To correct a deficit in the operating budget by a vote of a majority of the Board.

(b) To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, these Bylaws, or the rules and regulations of the Association, by a vote of a majority of the Board.

(c) To make repairs or renovations to any Common Property if sufficient funds are not available from the operating budget (account) or replacement reserves by a vote of a majority of the Board.

(d) To make capital acquisitions, additions or improvements to any Common Property if the amount of the expenditure will exceed five thousand dollars (\$5,000), by a vote of at least sixty-six percent (66%) of the votes of those present, in person or proxy, at a meeting called for that purpose.

6.8 Default in Payment of Assessments; Enforcement of Lien As provided in the "Maintenance Assessments" section of the Declaration, if an Assessment levied by the Association is not paid within thirty (30) days after its due date, such Assessment shall become delinquent and shall bear interest from the due date until paid at the rate set forth in Section 6.11 below and, in addition, the Association, subject to the Declaration, may exercise any or all of the following remedies:

(a) Association Lien.

(1) At any time any Assessment (which include fines and all other charges imposed under the Declaration or these Bylaws) or installment thereof is delinquent, the Association, by and through the Board of Directors or any management agent, shall within 120 days of delinquency, record a notice of lien in the Deed Records of Washington County, Oregon against the Lot in respect to which the delinquency pertains.

(2) Once filed, such lien shall accumulate all future Assessments or installments interest, late fees, penalties fines, attorneys' fees (whether or not suit or action is instituted) and all other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid.

(b) Foreclosure of Lien. The Association, by and through the Board of Directors or any management agent, may file a suit to foreclose the lien notice of which was recorded under Paragraph (1) above.

(1) The proceedings to foreclose the lien shall conform as nearly as possible to the proceedings to foreclose liens created by ORS 87.010, except notwithstanding ORS 87.010, the lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed.



(2) In any suit brought by the Association to foreclose a lien on a Lot because of unpaid Assessments, the Owner shall be required to pay a reasonable rental for the use of the Lot during the pendency of the suit; and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental.

(3) The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (except for the election of a director), convey, or otherwise deal with the Lot.

(c) Suit or Action. The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration or the Bylaws without foreclosing or waiving the lien described in Subsection (a) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) Other Remedies. The Association shall have any other remedy available to it by law or in equity.

6.9 Subordination of Lien to Mortgages. The lien for the Assessments provided for in these Bylaws shall be subordinate to tax and assessment liens and to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of the lien. Sale or transfer of any Lot shall not affect the Assessment lien.

6.10 Liability for Unpaid Assessments.

(a) Owners. An Owner shall be personally liable for all Assessments imposed on the Owner or assess against the Lot by the Association.

(b) Deeds In Lieu of Foreclosure. If a Mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, the Mortgagee and subsequent purchaser shall not be liable for any of the common expenses chargeable to the Lot which becomes due before the Mortgagee or purchaser acquired title to the Lot. The unpaid expenses shall become a common expense of all Owners including the Mortgagee or purchaser. Any such sale or transfer, however, shall not release the Lot for liability for any Assessments thereafter becoming due or from the lien of such subsequent Assessments.

(c) Voluntary Conveyance. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser, the Board of Directors shall make and deliver a statement of the unpaid Assessments against the prospective grantor or Lot, and the grantee in such case shall not be liable for, nor shall the Lot when conveyed be subject to, a lien filed thereafter for any unpaid Assessments against the grantor in excess of the amount set forth in the statement.

6.11 Interest ,Late Payment Charge and Collection Costs. In the event of default by any Owner in paying to the Association any Assessment imposed or levied by the Association pursuant to the provisions of the Declaration, these Bylaws or the Planned Community Act, such Owner shall be obligated to pay:



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(a) Interest at the rate of twelve percent (12%) per annum on such Assessment from the due date thereof or at such greater rate, not to exceed the maximum lawful rate, if any, as may be established by a resolution of the Board of Directors, from time to time, after a copy of such resolution has been given to Owners.

(b) Any other reasonable late charge established by a resolution of the Board of Directors, from time to time, after a copy of such resolution has distributed to Owners.

(c) All expenses incurred by the Association in collecting such unpaid Assessments including attorneys' fees (whether or not an action is brought against such Owner or whether or not a suit to foreclose the lien upon the Lot granted by the Planned Community Act is instituted, and at trial or any appeal therefrom). All such expenses shall be an additional Assessment against such Owner's Lot.

#### 6.12 Budget Summary and Statement of Assessments.

(a) Statement of Assessments Payable. The Board of Directors shall advise each Owner in writing of the amount of Assessments payable by such Owner. The Board shall promptly provide any Owner who makes a request in writing with a written statement of the Owner's unpaid assessments.

(b) Budget Summary. Within thirty (30) days after adopting the annual budget, the Board of Directors shall provide a summary of the budget on which Assessments are based to all Owners. The Board shall promptly provide any Owner who makes a request in writing with a copy of the budget and, if requested, to the Owner's Mortgagee.

(c) Statement of Assessment Account. Subject to Subsection (d) below, within 10 business days of receipt of a written request by an Owner to provide a Statement of Assessment Account, the Board of Directors shall provide such statement which shall contain the following information:

(1) The amount of Assessment due from the Owner and unpaid at the time the request was received, including:

(A) Regular and special Assessments

(B) Fines and other charges;

(C) Accrued interest; and

(D) Late payment charges.

(2) The percentage rate at which interest accrues on Assessments that are not paid when due.

(3) The percentage rate used to calculate the charges for late payments or the amount of a fixed charge for late payment.

(d) The Association is not required to comply with Subsection (c) above if the Association has commenced litigation.



## **ARTICLE VII** **RULES AND REGULATIONS**

7.1 **Adoption of Rules and Regulations.** In addition to the restrictions and requirements of the Declaration, the Board of Directors from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots, and any Common Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Planned Community.

7.2 **Modification.** Such action may be modified by vote of not less than sixty-six percent (66%) of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration.

7.3 **Distribution of Copies.** A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each Owner and shall be binding upon all Owners and occupants of all Lots from the date of delivery.

## **ARTICLE VIII** **INSURANCE**

8.1 **Types of Insurance.** For the benefit of the Association and Owners, the Board of Directors shall obtain and maintain at all times and shall pay for out of common funds the following insurance to the extent available at reasonable cost.:

(a) **Property Damage Insurance.** Property insurance covering loss or damage from occurrences including, but not limited to, fire, vandalism, and malicious mischief with extended coverage endorsement; and such other coverage such as flooding and earthquake, which the Association may deem desirable, for not less than the full insurable replacement value of the Common Property, if any. Such policy or policies shall name the Association and the Owners as insured as their interest may appear and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Lot, if any.

(b) **Liability Insurance.**

(1) A policy or policies insuring the Association, the Board of Directors, Owners, and managing agent, if any, against liability to the public or to the Owners and their invitees or tenants incident to the ownership, supervision, control or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or the Board of Directors) for liability arising out of acts or omission of such Owner and liability incident to the ownership and/or use of the part of the property as to which such Owner has the exclusive use or occupancy.

(2) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

(3) Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.



(c) Workers' Compensation Insurance. Worker's compensation insurance to the extent necessary to comply with any applicable laws.

(d) Fidelity Insurance.

(1) The Association shall maintain fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the Association has retained a management agent, such agent shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

(2) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors. In no event, however, shall the aggregate amount of such insurance be less than the sum equal to three months' aggregate Assessments on all Lots plus reserve funds.

(3) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae")

(e) Directors' and Officers' Liability Insurance. The Association shall maintain a policy of directors' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

**ARTICLE IX  
AMENDMENTS TO THE BYLAWS**

9.1 **How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

9.2 **Adoption.**

(a) Amendments may be approved by the Association at a duly constituted meeting or ballot meeting conducted for such purpose. A vote of at least a majority of the Owners is required for approval of any amendment.

9.3 **Execution and Recording.** An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws and the Planned Community Act, acknowledged and recorded in the Deed Records of Washington County, Oregon.



**ARTICLE X**  
**RECORDS AND AUDITS**

The Association shall maintain all documents, records and information of the Association pursuant to rules adopted by resolution of the Board of Directors.

**10.1 General Records.**

(a) The Board of Directors and managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; and minutes of the meeting of the Association.

(b) The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.

(c) The Board of Directors shall maintain a list of Owners entitled to vote at meetings of the Association and a list of all Mortgagees of Lots.

**10.2 Records of Receipts and Expenditures** The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Planned Community, itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred.

**10.3 Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the Lot number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

**10.4 Payment of Expenses.** The Treasurer shall pay all expenses up to One Thousand Dollars (\$1,000) signed by two officers or person(s) authorized by the Board. Any payment in excess of \$1,000 shall require the signature of the president and one other officer.

**10.5 Financial Reports and Audits.**

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all mortgagees of Lots who have requested the same within ninety (90) days after the end of each fiscal year.

(b) From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots. At any time any Owner or Mortgagee may, at such Owner's or Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.



10.6 Inspection of Records by Owners.

(a) All records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Lot pursuant to rules adopted by resolution of the Board of Directors.

(b) The Board of Directors shall maintain a copy, suitable for the purposes of duplication, of the following:

(1) The Declaration, Bylaws and any amendments or supplements thereto, and rules and regulations of the Association;

(2) The most recent annual financial statement prepared pursuant to Section 10.5 above.

(3) The current operating budget of the Association.

(c) Upon the written request of a prospective purchaser, pursuant to rules adopted by resolution of the Board of Directors, the Board shall make records of the Association available for examination and duplication during reasonable business hours.

(d) The Association may charge a reasonable fee for furnishing copies of any documents, information, or records described in this Section. The fee may include reasonable personnel costs for furnishing the documents, information and records.

**ARTICLE XI**  
**COMPLIANCE**

These Bylaws are intended to be consistent with the terms of the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws or any rules and regulations adopted hereunder.

Furthermore, to the extent consistent, the relevant provisions of the Planned Community Act (ORS Chapter 94) also apply. To the extent the terms of the Declaration or these Bylaws are not consistent with the provisions of the Planned Community Act, the Declaration or Bylaw provisions shall apply.

**ARTICLE XII**  
**MISCELLANEOUS**

12.1 Notices.

(a) Association. All notices to the Association or the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time.

(b) Owners. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to





time, in writing to the Board of Directors, or if no address has been designated, then to the address of the Owner's Lot.

12.2 **Waiver, Precedent and Estoppel.** No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

12.3 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

**THEREFORE**, at least a majority of the current owners of Allenbach Acres Subdivision hereby adopt these Bylaws on behalf of the of Allenbach Acres Homeowners' Association and certify that they will be recorded in the Deed Records of Washington County.

DATED this 28 day of JUNE, 2001.

ALLENBACH ACRES HOMEOWNERS' ASSOCIATION:

Richard P. Brimmer  
(President)

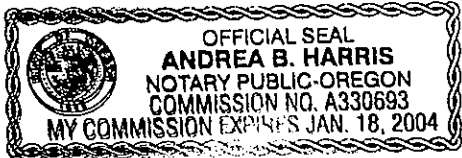
Sara M. Miller  
(Secretary)

STATE OF OREGON )

)SS.

County of Washington )

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of June, by Richard Brimmer and Sara Miller on behalf of Allenbach Acres Homeowners' Association



Andrea B. Harris  
Notary Public For Oregon  
My commission expires: 1-18-04