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

Richard Hobernicht

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



AFTER RECORDING RETURN TO:

Kathleen A. Profitt
 Profitt Law PC
 13568 SE 97th Ave., Ste. 203B
 Clackamas, OR 97015

**AMENDED AND RESTATED BYLAWS OF
 THE VILLA HOMEOWNERS ASSOCIATION**
 (Original Bylaws Recorded as Document No. 98037370.2)

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AMENDED AND RESTATED BYLAWS
OF
THE VILLA HOMEOWNERS ASSOCIATION

ARTICLE 1
PLAN OF LOT OWNERSHIP; DEFINITIONS

1.1 Bylaws Applicability. These Bylaws apply to the Lots and the Common Area in The Villa, formerly known as The Four Seasons No. 9, a subassociation of The Four Seasons, a planned community in Beaverton, Washington County, Oregon, that have been subjected to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for The Villa (the “Declaration”) and the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for The Four Seasons, both of which are being recorded simultaneously with these Bylaws.

1.2 Lots; Property. The Lots and the Common Area may be collectively referred to in these Bylaws as the “Property” and the Lots individually as a “Lot” or collectively as the “Lots.”

1.3 Personal Application. All present or future Owners, tenants, Occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 Definitions. Capitalized terms used but not defined herein shall have meanings attributed to them in Article 1 of the Declaration.

1.5 Oregon Planned Community Act. The Villa is not subject to the entire Oregon Planned Community Act, ORS 94.550, *et seq.* (the “PCA”). Certain provisions of the PCA are referenced and incorporated herein.

ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person’s ownership ceases for any reason. For all purposes of the Declaration and the administration of the Property, Lot ownership shall be determined from the records maintained by the Association. The record shall be established by the Owner providing to the Association a copy of the deed to or land sale contract for such Owner’s Lot, to which shall be affixed the certificate of the recording officer of the County of Washington, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as an Owner unless a copy of the deed or contract has

been provided to the Association showing such Owner to be the current Owner or contract purchaser of a Lot.

2.2 Voting Rights. Each Owner shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall equal the total number of Lots annexed to the Property and subjected to these Bylaws. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

2.3 Majority of Owners. As used in these Bylaws, the term “majority” shall mean those Owners holding more than fifty percent (50%) of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. “Majority of Owners present” shall mean Owners holding more than fifty percent (50%) of the votes present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners holding sixty percent (60%) or more of the outstanding votes in the Association, as defined in Section 2.2 of this Article, shall constitute a quorum. If any meeting of the Associating cannot be organized because of a lack of quorum, the procedures of ORS 94.655 shall apply.

2.5 Voting; Proxies. Owners may cast votes in person, by written ballot, by absentee ballot, by proxy, or by any other means specified in the PCA, including electronic ballot. Proxies must be filed with the Secretary of the Association (“Secretary”) before or during the appointed meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.7. Proxies and ballots must be retained by the Association for one (1) year from the date of the determination of the vote.

2.6 Authority to Vote. All Owners, including those who have leased their Lot to a third party, shall be entitled to vote. An Owner’s right to vote may not be revoked but may be suspended for failure to pay assessments or for certain violations. A purchaser under a land sale contract entitled to immediate possession of the Lot shall be deemed the Owner thereof, unless otherwise provided in such contract.

2.7 Fiduciaries and Joint Owners. 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 by such person in such capacity, whether or not the same shall have been transferred to such person’s name, provided that such person has satisfied the Secretary that such person is the executor, administrator, guardian, or trustee holding such Lot in such capacity. Whenever any Lot is owned by two (2) 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 for all purposes, except for determining whether a quorum is present.

ARTICLE 3 **ADMINISTRATION**

3.1 Association Responsibilities. The Owners shall constitute the Members of the Association. For decisions and resolutions of the Association that require approval by a majority of the Owners, as set forth in these Bylaws or the Declaration, a meeting shall be duly called pursuant to these Bylaws. For a quorum to be reached, there must be at least sixty percent (60%) of homeowners present, in person or by proxy at a formal gathering or, if a vote is taken by written ballots or electronic means, when votes are cast representing more than sixty (60%) of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

3.2 Place of Meetings. Formal meetings of the Association shall be held at suitable places convenient to the Owners as may be designated by the Board. If a vote is taken by written ballot or electronic means, the Board shall count the ballots cast within forty-eight (48) hours of the voting deadline. Each Owner shall be notified by mail or other delivery of written notice of the results of the vote or that a quorum was not reached within fifteen (15) days after the meeting or voting deadline.

3.3 Annual Meetings. There shall be an annual meeting of the Association, the date for which may be changed by the Board from time to time, provided that the meeting is held annually. At such meetings, the Owners shall elect new members of the Board in accordance with the requirements of Section 4.6 of these Bylaws to replace those directors whose terms have expired. The Owners also may transact such other business of the Association as may properly come before them. Annual meetings of the Association may not be conducted by written ballot, although at the discretion of the Board, the election of Board members may be conducted through votes cast in person, by proxy, by absentee ballot, or by any other means specified in the PCA, including electronic ballot.

3.4 Special Meetings. The President shall call a special meeting of the Owners if so directed by a resolution of the Board or a petition, presented to the Secretary or President and signed by fifty percent (50%) or more of the Owners. All meetings called because of petition of Owners shall be held at a formal gathering, and not by written ballot, within sixty (60) days after the Association's receipt of the petition. For a special meeting called by the Board and not because of a petition by Owners, if a vote by Owners is required, that vote may, at the discretion of the Board, be conducted by votes cast in person, by proxy, by absentee ballot, or by any other means specified in the PCA, including electronic ballot. The notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business other than that stated in the notice shall be transacted at a special meeting unless by consent of all the Owners or as otherwise set out in these Bylaws.

3.5 Notice of Meetings. Each Owner shall be provided oral notice in person or via telephone, or written notice via mail, email, electronic delivery, or other delivery methods, of

each annual and special meeting. The notice shall state the purpose thereof and the time and place where such meeting is to be held. The Board may propose that the Owners take an action by written ballot without a meeting, pursuant to the provisions of the PCA. Notice shall be provided at least ten (10) but not more than fifty (50) days before the meeting, or the date the ballots are mailed for a vote taken without a meeting. Email notices shall be sent to the email address last provided to the Association in writing by the Owner. Owners may opt out of electronic or email delivery of Notices. Notices sent via mail shall be mailed to the Owner's address last given to the Association in writing by the Owner or such Owner's vendee. If Lot ownership is split or the Lot has been sold on a contract, notice shall be sent to a single address, of which the Association has been notified in writing by such parties. If no address has been given to the Association in writing, then mailing to the Lot shall be sufficient. The provision of a notice in the manner provided in this Section 3.5 shall be considered notice served.

3.6 Adjourned Meetings. If any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to another time and the procedures of ORS 94.655 shall apply. The adjournment provisions of this Section 3.6 do not apply to actions proposed to be taken by written ballot without a meeting.

3.7 Ballot Meetings. Any action that may be taken at any annual or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered.

ARTICLE 4 **BOARD OF DIRECTORS**

4.1 Number and Qualification. The Board shall be composed of three (3) persons, all of whom must be an Owner or a co-owner of a Lot; provided, however, that if a Lot is owned by more than one (1) Owner, only one (1) co-owner of that Lot may serve on the Board at any one time. An officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be done by the Owners.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall have authority to carry out and be responsible for the following matters:

4.3.1 Upkeep of Common Area. Care, upkeep, and supervision of the Common Area.

4.3.2 Assessment Collection. Designation and collection of assessments from the Owners, in accordance with these Bylaws and the Declaration.

4.3.3 Budget; Expenses. Establishment of a budget and payment of all common expenses of the Association.

4.3.4 Insurance. Procurement and maintenance of insurance policies and payment of premiums out of the common expense funds, as more specifically provided in Article 8 of these Bylaws.

4.3.5 Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Property.

4.3.6 Appoint Committees. The power to appoint committees from among the Owners, including Board members, from time to time as the Board may, in the Board's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

4.3.7 Financial Statements. Causing the preparation of an annual financial statement of the Association, reflecting revenue, expenses, and current bank account balances.

4.3.8 Rules. Adoption and amendment of administrative Rules and Regulations governing the details of operation and use of the Common Area and administration of the Association, including a properly adopted fine schedule for violations of these Bylaws, the Declaration, or any Rules and Regulations promulgated thereunder. Provided, however, that any of the Rules and Regulations are subject to rescission or amendment by the Association upon a majority of the voting power of the Owners. Owners may petition, pursuant to these Bylaws, to call a special meeting for such a purpose.

4.3.9 Copies of Documents; Bank Accounts. Depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association from the Association's bank account, maintenance and distribution of financial statements, and maintenance of copies suitable for duplication of the following: the Declaration and Bylaws and any amendments thereto, the current Association Rules and Regulations (if any), the most recent annual financial statement, and the current operating budget of the Association.

4.3.10 Professional Services. Employment of legal, accounting, and other personnel or consultants for reasonable compensation to perform such services as may be required for the proper administration of the Association.

4.4 Limited Authority. The Board shall not take any of the following actions, except with the vote or written assent of a majority of the voting power of the Owners:

4.4.1 Third Party Contracts. Enter into a contract with a third party wherein the third person will furnish goods or services for the Common Area or the Association for a

term longer than one (1) year that is not terminable upon reasonable notice with the following exceptions:

(a) A contract with a public utility company in Washington County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(b) A prepaid casualty and/or liability insurance policy the term of which does not exceed three (3) years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Board member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 Management Agent. The Board may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws. Any such management contract must be cancelable without penalty upon ninety (90) days' written notice.

4.6 Election and Term of Office. At each annual meeting the Owners shall elect one (1) new director for each director whose term shall have expired that year to a three (3) year term. Each director shall be designated for a set term, and the terms will alternate so that not all three (3) director positions will be vacated at the same time. The set three (3) year term for each director position shall continue regardless of vacancies and successively elected directors to that position. A director may be re-elected for subsequent three (3) year terms. The Board will designate which position each director will fulfill. If necessary to return the Board to staggered terms as envisioned herein, a Board member(s) may be elected to a term of one (1) year.

4.7 Vacancies. Vacancies on the Board caused by any reason other than the removal of a 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. 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.

4.8 Removal of Directors. At any properly called annual or special meeting at which removal of a director is on the agenda (not including actions proposed to be taken by written ballot without a meeting), any one (1) or more of the directors may be removed with or without cause, by a majority vote of the total voting power of the Owners and a successor may then and there be elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one (1) or more named directors is an agenda item for such meeting. Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at such meeting.

4.9 Organizational Meeting. The first meeting of a newly elected Board shall be held within a reasonable time period after the election at such place as shall be fixed by the directors. No notice shall be necessary to the newly elected directors in order to hold such meeting, provided that a majority of the newly elected directors are present.

4.10 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Regular meetings of the Board may be called by the President on at least three (3) days' notice to each director, given personally or by mail, telephone, or e-mail, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.11 Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) directors. Special meetings of the Board may be called on at least three (3) days' notice to each director, given personally or by mail, telephone, e-mail, or facsimile, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.12 Waiver of Notice to Directors. Before, at, or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by such director of the time and place thereof. If all the 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.

4.13 Board of Directors' Quorum. At all meetings of the Board, a majority of the existing directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors shall be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Board Meetings Open to All Members. Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Member shall have a right to participate in the Board's meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions:

- (a) Consultation with or advice of legal counsel;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) Negotiations of contracts with third parties;
- (d) Collection of assessments; and
- (e) For any other purpose permitted by the PCA.

Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

4.15 Notice to Association Members of Board Meetings. For other than emergency meetings, notice of special Board meetings shall be posted at a place or places on the Property at least three (3) days prior to the meeting and/or notice shall be provided by a method otherwise reasonably calculated to inform lot owners of such meetings, including first class mail, hand delivery to each Owner's address, email, or by telephone. The Board shall give Owners notice of regular Board meetings at the beginning of each year by first class mail or other reasonable means setting out the time and place of the regular meetings. For any changed time or place, the notice requirements for special meetings shall apply.

4.16 Emergency Meetings. In the event of an emergency, Board meetings may be conducted by telephonic communication, by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, or other means allowed by the PCA. No notice to either directors or Members shall be required for such meetings of the Board to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least two-thirds (2/3) of the Board participate in the same and after an attempt has been made to reach each director.

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

ARTICLE 5 **OFFICERS**

5.1 Designation. The principal officers of the Association shall be a President, Treasurer, and Secretary. The three directors of the Association shall be the officers. The directors shall, by majority vote, choose which officer position each director will hold. This vote may be held at the organizational meeting of each new Board or any Board meeting thereafter. The officer positions assigned to each director may be changed, at the discretion of the Board.

5.2 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association.

5.3 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as

the Board may direct; and shall, in general, perform all the duties incident of the office of secretary.

5.4 Treasurer. The Treasurer shall have responsibility for Association funds and securities 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.

ARTICLE 6

OBLIGATIONS OF THE OWNERS AND ASSOCIATION

6.1 Assessments. All Owners are obligated to pay assessments imposed by the Association to meet the Association's general common expenses, as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The Board may, but shall not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual assessment or any installment in advance.

6.2 Statement of Assessments.

6.2.1 Content. The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

6.4.1.1 The amount of assessments 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.

6.4.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

6.4.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.2.2 Litigation Exception. The Association is not required to comply with Section 6.4.1 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.3 Default. Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of such Owner's obligations pursuant to these Bylaws and the Declaration. The Association shall be entitled to the remedies set forth in the Declaration.

6.4 Maintenance and Repair.

6.4.1 Lots. Except as otherwise specifically provided in the Declaration and these Bylaws, every Owner must promptly perform all maintenance and repair work to the Owner's Lot and the exterior of the improvements thereon and keep the same in good repair and sanitary and neat condition.

6.4.2 Common Area. The Association shall repair and maintain the Common Area, subject to the provisions of Section 6.4.3.

6.4.3 Reimbursement of Association. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area that was damaged through such Owner's fault and that is not otherwise covered by insurance policies carried by the Owner or the Association for the Owner's and the Association's benefit. In such circumstances, the insurance obtained by the Owner shall be deemed to be the primary coverage. The Board shall have the unfettered discretion to refuse to make a claim on the Association's insurance policy even though coverage may pertain. Such discretion is for the purpose of maintaining the Association's insurability and controlling the amount of the premiums for the Association's insurance. Such charge shall be collectible as a Special Assessment as provided in the Declaration.

6.5 Right of Entry; Easements for Maintenance.

6.5.1 Emergencies. Present and future Owners, tenants, Occupants, and any other persons that occupy any portion of the Property, by virtue of acquisition, rental, or occupancy of any of the Lots, grant to the Board or to any other person authorized by the Board or the Association the right to enter upon such Lot in the event of an emergency originating in or threatening any Lot.

6.5.2 Maintenance Easements. The Association has an easement in and through any Lot and the Common Area providing access at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the Common Area. If, in performing such repair and maintenance, the Association needs to alter or damage any Lot or Common Area, it may do so without providing compensation, provided that it promptly restores the Lot or Common Area substantially to its prior condition.

ARTICLE 7

USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

In addition to the restrictions and rules of conduct set forth in the Declaration, the following shall apply:

7.1 Use of the Common Area. No Owner shall place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, landscaping, plantings, furniture, package, or object of any kind without written approval by the Board. Common Areas shall be used for no purpose other than what is customary for such areas.

7.2 Appearance of Lots. Owners shall keep their Lots and the improvements thereon in good repair, clean, and with painted, stained, or other finished exteriors compatible with the Architectural Standards, the Declaration, and Rules and Regulations.

7.3 Nuisances. No Owner or Occupant shall cause or permit such Owner's representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice on the Property that is a source of annoyance to other Owners and Occupants or that interferes with other Owners' and Occupants' peaceful possession and proper use of the Property. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse, or garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse, or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse, and garbage inside disposal containers. No Owner shall make or permit any use of such Owner's Lot or of the Common Area that will increase the cost of insurance upon the Common Area.

7.4 Improper, Offensive, or Unlawful Use. No Owner or Occupant shall make any improper, offensive, or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances, and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification, or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

7.5 Additional Rules. In addition to the rules set forth in this Article 7, the Board may promulgate and amend, from time to time, Rules and Regulations concerning other use of the Property and shall furnish copies of such Rules and Regulations to any Owner or Occupant requesting such copies.

7.6 Enforcement. The Association, through its Board, shall have the power to enforce the covenants and restrictions in these Bylaws and in the Declaration, and to enforce the Rules and Regulations. Owners shall also have the right to bring actions or suits regarding covenants and restrictions, but shall have no right or power to require the Association or Board to take any enforcement action.

7.7 Fines. The Board or any duly appointed hearing committee may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association, provided that fines levied are based on a schedule previously adopted by Board resolution that is delivered to each lot, mailed to the mailing address of each Lot, or mailed to the mailing address designated in writing by the Owner(s).

ARTICLE 8 **INSURANCE**

8.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance

obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article 8.

8.2 Types of Insurance Policies Maintained By the Association. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.2.1 Property Damage Insurance. The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and “all risk” endorsements, and other such coverages as the Board may deem desirable. The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Areas (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

8.2.2 Liability. The Association shall maintain comprehensive general liability insurance coverage insuring the Association and the Board against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Areas. There may be excluded from the policy or policies coverage of an Owner (other than as a member of the Association or Board) for liability arising out of acts or omissions 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. Limits under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

8.2.3 Workers Compensation. Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.

8.2.4 Directors’ and Officers’ Insurance. Directors’ and officers’ insurance insuring the directors and officers. This coverage may be obtained at the discretion of the Board, if the Board has delegated architectural authority to the Four Seasons Board of Directors and architectural committee. If the Board has not delegated architectural authority, then the Board must obtain directors’ and officers’ insurance.

8.3 Home and Lot Insurance Maintained By Each Owner. The Association shall have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance other than as expressly provided above. Owners and Occupants shall procure all insurance coverage that they deem necessary or prudent for their protection, and shall be obligated to carry property insurance with extended coverage endorsements in the amount of the replacement value of such Owners’ homes.

8.4 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy. The insurance maintained by the Association shall comply with the requirements of the PCA.

8.5 Deductible Provisions. The Board may negotiate the amount of the deductible in all Association insurance policies at such limits as are reasonable and customary under the circumstances and the deductible amount may be set at different levels for different insured risks.

ARTICLE 9 AMENDMENT

These Bylaws may be amended at any time by an instrument approved by a majority of the eligible votes in the Association either present, in person or by proxy, at a duly constituted meeting, or by written ballot in lieu of a meeting.. Any amendment must be executed, recorded, and certified as provided by law. Provided, however, no amendment of these Bylaws may effect an amendment of the Declaration without compliance with the provisions of such documents.

ARTICLE 10 RECORDS AND AUDITS

10.1 General Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board, and any Board committees for a minimum of two years. The Board shall maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board, and Board committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one (1) year from the date of determination of the vote.

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

10.3 Payment of Expenses. The Treasurer or Board shall pay all expenses authorized by the Board. The Treasurer or Board shall maintain and follow reasonable procedures to assure proper accounting and records, and to assure that all expenditures are proper. Except in cases where an emergency exists (for example, a repair must be made immediately to prevent further damage), any non-budgeted expenditure shall require Board approval.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person reasonably

believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee, or agent shall have a right of contribution over and against all other directors, officers, employees, or agents and Members of the Association who participated with or benefited from the acts that created said liability.

ARTICLE 12

ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

An Owner shall be obliged to pay reasonable fees and costs (including, but not limited to, attorney's fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from such Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines, and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Declaration, the Articles, these Bylaws, or any Rules and Regulations, such Owner or Owners, jointly and severally, shall pay, in addition to all other obligations, the costs of such suit or action, including actual administrative expenses incurred by the Association because of the matter or act which is the subject of the suit, reasonable attorney's fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees in the appellate court to be fixed by such court.

ARTICLE 13

MISCELLANEOUS


13.1 Notices. All notices to the Association or to the Board shall be sent to the principal address of the Association or to such other address as the Board hereafter may designate from time to time. Notice provided to an Owner through electronic means shall be deemed effective upon transmission. All other written notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board, or if no address has been designated, then to such Owner's Lot.

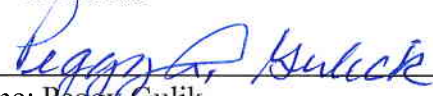
13.2 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation, or provision was not enforced.

13.3 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.

IN WITNESS WHEREOF, the undersigned on behalf of the Association has executed this instrument this 25th day of October, 2015.

THE VILLA HOMEOWNERS ASSOCIATION

By: 
Name: Arthur Rothe
Title: President

By: 
Name: Peggy Gulik
Title: Secretary

CERTIFICATION

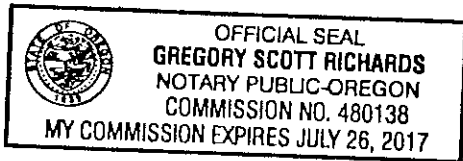
The undersigned President and Secretary of The Villa Homeowners Association, an Oregon nonprofit corporation, hereby certify that the within Amended and Restated Bylaws of The Villa has been approved and adopted pursuant to Article 10 of the effective Bylaws and ORS 94.625.


Arthur Rothe, President


Peggy Gulik, Secretary

STATE OF OREGON)
County of Washington) ss.

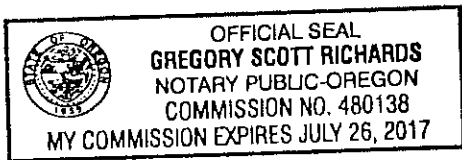
On this 25 day of October, 2015, personally appeared before me the above-named Arthur Rothe who, after being duly sworn, did say that he is the President for **The Villa Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and he acknowledged said instrument to be its voluntary act and deed.



Stubards
Notary Public for Oregon
My Commission Expires: 7-26-17

STATE OF OREGON)
County of Washington) ss.

On this 25 day of October, 2015, personally appeared before me the above-named Peggy Gulik who, after being duly sworn, did say that she is the Secretary of **The Villa Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and she acknowledged said instrument to be its voluntary act and deed.



Stubards
Notary Public for Oregon
My Commission Expires: 7-26-17