

**2010 AMENDED AND RESTATED
BYLAWS OF
RIVERWOOD HOMEOWNERS' ASSOCIATION**

These 2010 Amended and Restated Bylaws of Riverwood Homeowners Association ("2010 Amended and Restated Bylaws") are made this 1st day of October, 2010, by Riverwood Homeowners Association, an Oregon nonprofit corporation ("Association") pursuant to ORS 94.625.

RECITALS

- Riverwood is a planned community (the "Planned Community") that is governed by the following documents recorded July 19, 1995, in the Records of Multnomah County, Amended Covenants, Conditions and Restrictions for Riverwood Homeowners Association recorded as Document No. 95-84636 (the "1995 Covenants").

Bylaws of Riverwood Homeowners Association recorded as an attachment to the 1996 Covenants.

- The Association is the association of owners formed to serve as the means through which the owners may take action with regard to administration, management and operation of the Planned Community. The Association was incorporated as a nonprofit corporation under the Oregon law by Articles of Incorporation filed February 12, 1971, in the office of the Oregon Secretary of State, Corporation Division.
- The property currently subject to the 1995 Covenants and the jurisdiction of the Association is described as follows:

Stonehurst, Block 3, Lots 2 thru 25, recorded December 10, 1970, in Book 1201, Page 81, Plat Records of Multnomah County, Oregon

Stonehurst, Block 3, Lots 26 thru 49, recorded April 4, 1972, in Book 1202, Page 87, Plat Records of Multnomah County, Oregon

Stonehurst, Block 3, Lots 50 thru 93, recorded July 18, 1973, in Book 1204, Page 50, Plat Records of Multnomah County, Oregon

- As of January 1, 2002, Riverwood is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORD 94.572.
- Pursuant to Section 1 of Article XVII of the Bylaws and ORS 94.572 and 94.625, by a vote determined July 31, 2010, owners entitled to cast at least seventy five percent (75%) of the total votes, approved amendments to the Bylaws (2010 Amendments to Bylaws").
- ORS 94.625(10) permits a board of directors, upon the adoption of a resolution, to cause restated bylaws to be prepared, executed and recorded to codify individual amendments that have been adopted in accordance with ORS 94.625 without further approval of owners.
- By resolution adopted September 9, 2010, pursuant to ORS 94.625(10), the Board of Directors voted to cause the Bylaws to be restated to codify the 2010 Amendments to Bylaws and to cause 2010 Amended and Restated Bylaws to be executed and recorded as provided in ORS 94.625.
- 2010 Amended and Restated Covenants, Conditions and Restriction for Riverwood Homeowners Association is being recorded concurrently with these 2010 Amended and

Restated Bylaws.

NOW, THEREFORE, PURSUANT TO ORS 94.625, THE Board of Directors hereby restates the Bylaws to codify the amendments set forth in Recital E above. The Bylaws are hereby restated to read as follows:

ARTICLE I NAME AND LOCATION

The name of the corporation is RIVERWWOD HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "association". The principal office of the corporation shall be located at P.O. Box 20453, Portland, Oregon 97220, but meetings of members and directors may be held at such places within the State of Oregon as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "**Association**" shall mean and refer to RIVERWOOD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "**Properties**" shall mean and refer to that certain real property described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions hereinafter referred to, and such additions thereto as may as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Area**" shall mean all real property and appurtenances thereto owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "**Lot**" shall mean and refer to a numerically designated and platted lot on a recorded subdivision plat of Said Property and to any parcel of Said Property under on ownership consisting of a portion of one or more Lots or contiguous portions of two or more contiguous Lots and upon which a dwelling has been constructed "Lot" does not mean any Common Area.

Section 5. "**Member**" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "**Declarant**" shall mean and refer to the RIVERWOOD HOMEOWNERS' ASSOCIATION, as successor and assigns, of the original Declarant, RUBEN J. MENASHE, INC.

Section 8. "**Covenants**":

- Shall mean and refer to Amended Covenants, Conditions and Restrictions for Riverwood Homeowners Association recorded July 19, 1995, as Document No. 95-84636, Records of Multnomah County, Oregon, as the document may be amended from time to time
- Unless the content requires otherwise, means a declaration defined under the Act.

Section 9. "**Additional Definitions.**

- Incorporation by Reference. Except as otherwise provided in these Bylaws, unless the context clearly requires otherwise, whether or not capitalized:
- Terms defined in the Covenants have the same meaning in these Bylaws.
- Term used in these Bylaws that are defined in ORS 94.550 have the meaning set forth in ORS 94.550, unless the term is defined otherwise in the Covenants.
- Other Definitions. Terms that are not defined in this article but are defined elsewhere in these Bylaws, whether or not capitalized, have the respective meanings given them in the provisions of these Bylaws.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner (including contract buyers) of a fee or undivided fee interest in any Dwelling Unit or any Lot located upon any part of the said property shall, by virtue of such ownership, be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any such Dwelling Unit or Lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

When more than one person holds such interest in any Dwelling Unit or Lot, all such persons shall be members. The vote for such Dwelling Unit or Lot shall be exercised as they, among themselves, determine, or if unable to agree, they may cast fractional vote proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one Dwelling Unit or Lot.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any monthly assessment, the voting rights and right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and opportunity to be heard, for a period not to exceed thirty (30) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Protective Covenants. Any Member may delegate his/her rights of enjoyment of the Common Area and facilities to the members of his/her family, his/her tenants or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of any such delegee. The rights and privilege of such delegee are subject to suspension to the same extent as those of the Member. Provided, however, an Owner who has delegated his/her rights to a tenant and who no longer resides in his/her unit, shall forfeit his/her rights to the use and enjoyment of the Common Area and recreational facilities during such tenancy.

Section 2. Irrespective of the fact that the Protective Covenants give the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall not be exercised as to members except upon written approval of two-thirds (2/3) of the membership.

ARTICLE V

BOARD OF DIRECTORS: ELECTION – TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors who must be members of the Association.

Section 2. Election. At each annual meeting the members shall elect directors for a term of three (3) years to fill the position of any director whose term has expired.

Section 3. Removal. Any director may be removed from the Board with or without cause, by

a majority vote of the members of the Association.

Section 4. Replacement. In the event of death, resignation or removal of director, his/her successor shall be appointed by the president and shall serve until the next regular election of Board members.

Section 5. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly (or less frequently if the Directors desire) without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors shall be regarded as the act by the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination or election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association.

The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Appointment to Fill Vacancy. In the event a vacancy occurs in the Board of Directors during the Association's fiscal year, the president may appoint a new director to serve until the next regular election of Board members, at which time a director shall be elected by the membership to serve the remainder of the unexpired term.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- Exercise for the Association all powers, duties and authority vested in or delegated to this

Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Covenants, the Act of Oregon Nonprofit corporation Act;

- Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- Impose charges for late payments of assessments and in accordance with the Act may levy reasonable fines for violations of the Covenants, Bylaws and rules of the Association; and
- Borrow funds for extraordinary needs only with approval of not less than seventy-five percent (75%) of the membership. The Board of Directors shall act with due prudence to handle Association funds in a manner that does not place the funds at risk.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- Cause to be kept a complete record of all its acts and corporate affairs and to prepare and present such financial statements and other reports to the members as may be required by law;
- Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- As more fully provided herein, and in the Declaration to:
- Fix the amount of the assessment against each Lot at least thirty (30) days in advance of each assessment period, as hereinafter provided; and
- Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;
- Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- Procure and maintain adequate liability and hazard insurance on property owned by the Association and as provided in Article IX as trustee for the owners of residential units, a policy or policies of hazard and liability insurance to be paid for assessments;
- Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- Cause the Common Area to be maintained; and
- Cause the exterior or any other part of any building on said Properties to be maintained.

ARTICLE IX **INSURANCE**

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, and including insurance for all such risks as are or shall hereinafter customarily be covered with respect to other planned communities similar in the construction, design and which insurance shall be governed by the provisions in this numbered section.

Section 1. Types of Insurance Policies. For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent available at reasonable cost:

- An extended coverage policy or policies of property insurance including, but not limited to fire, vandalism and malicious mischief, for the full insurable replacement value, if available, of all Living Units and common property, and such other fire and casualty

insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgages, as their respective interests appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of mortgagee or mortgagees, or each Living Unit, if any.

For the purposes of any policy or policies of fire insurance, the term "building" shall include fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Living Units initially installed or replacement thereof, in accordance with the original plans and specifications, or installed by or at the expense of any owner or owners of a Living Unit.

- A policy or policies insuring the Association, its Board of Directors, the owners individually, and the manager against any liability to the public or the owners and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than Two Million and No/100's Dollars (\$2,000,000.00) per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board of Directors which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects, his/her/their action against another named insured.
- Workers' compensation insurance to the extent necessary to comply with any applicable laws.
- A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, however, the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored on the common property or in the owner's Living Unit, nor shall the Association maintain and insurance coverage for such loss.

Section 2. Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of the "A+" and a size rating of "AAA", or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

Section 3. Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by an owner and such first mortgagee has requested the opportunity to exercise the right provided by this Section, such mortgagee shall be entitled to settle losses as to the mortgaged Living Unit, provided that the loss which occurs is severable. Releases and Proofs of Loss shall be executed by at least two directors.

Section 4. Reconstruction Costs. If the Association is required or elects to reconstruct any of the common property or Living Units which have been damaged or destroyed, all affected owners (i/e/ owners whose Living Units have been damaged or destroyed) shall contribute to the Association all amounts received by them from property loss insurance policies to help pay for the repairs except such sums as are received for repayment for the personal property of the affected owner.

The Association shall assess any owner the amount of the Association's "deductible" under its policy to pay the cost of repairing or reconstructing such owner's Living Unit. Such assessment

shall be both a personal obligation of such owner and a lien against such owner's unit in the same manner as any other Association assessment.

Section 5. Insurance Deductible/Owner and Tenant Insurance. The Board of Directors shall determine that amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article IX. In determining the deductible under the policies, the Board, among other factors, shall take into consideration the availability, cost, and loss experience of the Association. In this regard, as in the other Board responsibilities, the Board members shall exercise their reasonable business judgment.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for:

- Damage to a Living Unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage not normally covered by fire and property loss insurance policies with extended coverage endorsements); or
- For any damage or loss to the owner's or tenant's personal property

Owners shall be responsible for purchasing insurance policies insuring their Living Units for the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage.

The Board of Directors shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Board of Directors shall give at least thirty (30) days' notice to the owners of any increase in the deductible proposed in the renewal or replacement insurance policies.

Owners and tenants of all Living Units shall procure and maintain comprehensive liability policies having combined limits of not less than One Hundred Thousand and No/100's Dollars (\$100,000.00) for each occurrence. Such insurance shall provide coverage for, but not limited to, the negligent acts of the owner(s) and tenant(s) and their guests or other occupants of the Living Unit(s) for damage to the common property and other Living Units and the personal property of others located therein.

Section 6. Review of Insurance Policies. At least annually, the Board of Directors 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.

ARTICLE X COMMITTEES

Section 1. Standing Committees.

- Subject to Subsections b0 and c) of this section, in addition to the Architectural Committee and the Landscape Committee required under the Covenants, the committees described in this subsection are standing committees of the Association.
- **Recreation Committee.** The Recreation Committee shall advise the Board of Directors on matters pertaining to the recreation program and activities of the Association and shall perform such other functions as the Board in its discretion, determines.
- **Maintenance Committee.** The Maintenance Committee shall advise the Board of Directors on matters pertaining to the maintenance, repair, or improvement of the properties and shall perform such other functions as the Board, in its discretion, determines.
- **Publicity Committee.** The Publicity Committee shall inform the members of activities and functions of the Association and shall, after consulting with the Board of Directors, make

such public releases and announcements as are in the best interests of the Association.

- **Budget and Finance Planning Committee**. The Budget and Finance Planning Committee shall:
 - No later than August 1st of each year, prepare and submit to the Board of Directors for adoption a proposed annual budget for the ensuing fiscal year.
 - In March of each year, shall review the adopted annual budget and, if necessary, submit a proposed revised annual budget for review and adoption by the Board.
 - Prepare and update annually a ten-year Advance Planning Program and submit it to the Board in March of each year.
 - Review the Reserve Fund Investment program on a continuing basis and recommend changes as necessary.
 - Notify the Board of conditions likely to impact the budget.
 - Make recommendations to the Board regarding any other matters affecting the financial condition of the Association.
- **Parking Committee**. The Parking Committee shall supervise and enforce rules and regulations concerning parking of motor vehicles on the Properties in accordance with rules adopted by the Board of Directors.
- **Pool Committee**. The Pool Committee shall:
 - Supervise the maintenance and operation of the swimming pool, saunas and rest room/dressing room facilities.
 - Annually develop recommended rules for the use and enjoyment of the swimming pool, saunas and rest room/dressing room facilities and submit the recommended rules to the Board for consideration and adoption.
- **Library Committee**. The Library Committee shall be responsible for the orderly functioning and maintenance of the library.
- **Elimination and Other Changes to Standing Committees**. In the discretion of the Board of Directors, the Board may eliminate, combine or make any other changes affecting the standing committees specified in Paragraphs 1) to 7) of Subsection a) of this section, including, without limitation, changing the designation, powers and duties of any committee.
- **Limitations**. Unless otherwise provided by the Act, authority of the Board of Directors may only be granted to a committee described in this article in accordance with ORS 65.354.

Section 2. Establishment of Committees. In addition to the committees described in Section 1 of this article, the Board by resolution may establish and appoint such other committees as, in its judgment, deems appropriate to assist the Board in its duties. The resolution must provide for the matters specified in Section 3 of this article.

Section 3. Membership Appointment and Operation of Committees, The committees specified in Paragraphs 1) to 7) of Subsection a) of Section 1 of this article are governed by this section.

- **Membership: Appointment**. The Board of Directors shall determine the number and qualifications of committee members. Members of committees shall be appointed by the Board to serve a term of office of one (1) year unless the term is lengthened or shortened by the Board at the time of appointment. The Board may appoint any director to serve as a member of a committee. However, a majority of directors may not concurrently serve on the same committee.
- **Removal of Members**. Members of the committees serve at the pleasure of the Board of Directors. When the judgment of the Board of Directors the best interest of the

Association will be served, any member of a committee may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board.

- **Procedure.** Unless otherwise provided by resolution of the Board of Directors, each committee shall determine meeting procedures and the manner and method of scheduling meetings and providing notice of meetings to committee members and the Board of Directors.
- **Duties.** In addition to the duties described in Section 1 of this article, each committee:
- Shall receive complaints and suggestions from owners on any matter involving Association functions, duties and activities within its field of responsibility.
- Shall dispose of complaints as it deems appropriate in accordance with rules adopted by the Board of Directors or refer complaints to such other committee, director or officer of the Association as is appropriate.
- May develop and recommend to the Board of Directors proposed rules that further the purposes of the committee, including a fine schedule for violation of the rules.

Section 4. Compensation. No member of any committee may receive any compensation from the Association or make any charge for his or her services as a member of the committee.

ARTICLE XI

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Tuesday of October of each year. The Board shall designate the hour and place of the meeting. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of twenty-five percent (25%) of the members who are entitled to vote as provided in the Act.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than ten (10) or more than fifty (50) days before the meeting to each member entitled to vote there at. The notice shall:

- Be addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice.
- Specify the place, day and hour of the meeting and any other items required by the Act and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, on-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants or these Bylaws. If, however, such quorum shall not be present, or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease when said Member no longer owns an interest in any Lot upon said Properties.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary and treasurer, and such other officers as the Board may from time to

time resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces. Interim appointments to fill vacancies until the next regular election of officers, may be made by the president.

Section 7. Duties. The duties of the officers are as follows:

- **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses and shall perform such other duties as are required by the Board.
- **Treasurer.** The treasurer:

Shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors;

Shall, with either the president or the secretary, co-sign all checks and promissory notes of the Association;

Shall keep proper records of all financial transactions;

Shall furnish the Association's accountant with records of all financial transactions and account balances and direct the accountant to prepare the Association's monthly balance sheet and statement of operations; and shall deliver same to the Board of Directors at its regular monthly meeting;

Shall direct the Association's accountant to compile the annual Balance Sheet and Statement of Income and Expense and shall deliver same to the Budget and Finance Planning Committee for review and approval prior to the Association's regular meeting; and

Shall deliver to each member of the Association a copy of the annual Balance Sheet and related

Statement of Income and Expense together with such other statements or report as may be required by law.

ARTICLE XIV

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. The Riverwood Homeowners Association has responsibility for and provides Association Funds for the following exterior maintenance and repair requirements:

- Reroofing and roof repair
- Chimney (exterior only)
- Gutter repairs/replacements
- Painting/repair of exterior siding
- Storage (rental) garages
- Patio fences
- Repairs (exterior) due to vandalism/Act of God (not including heat pumps/air conditioners on common property)
- Landscaping common area
- Plumbing in common area
- Driveways/walkways/curbs
- Water/sewer/garbage fees
- Recreation building
- Swimming pool
- Common area lighting fixtures repair/bulb replacement.

Section 2. The Association does not accept responsibility for or provide funds for any pre-existing conditions (exterior or interior) except those specifically listed above. Further, the Association does not accept liability for conditions that might develop for an existing owner or new owner of a Living Unit unless that condition falls under the aforementioned areas of responsibility. Should the Association undertake to repair and/or replace something within its responsibility, then further costs that might occur because of this work will be subject to deliberation by the Association's Board of Directors and the affected homeowner(s).

Section 3. Notwithstanding these limitations of Association responsibilities, all external additions, repairs, maintenance, or landscaping must have the prior approval of the appropriate standing committee and/or the Board of Directors. Should a difference of opinion develop between the individual homeowner and the appropriate standing committee, then the Association's Board of Directors shall have the responsibility to make a final decision.

Section 4. The Association will not be responsible for the cost of replacement or repairs of garage doors, windows, exterior doors, outdoor homeowner-installed lighting, sunken garbage can liners, or plumbing, heating, or electrical problems within the exterior property line of a Living Unit Lot. However, authorization for replacement or repair of any exterior item must be obtained from the appropriate standing committee or Board of Directors.

Section 5. Irrespective of whether or not any specific repair/replacement action is listed above as a responsibility or non-responsibility of the Association, the Board of Directors shall have the power to make a final decision regarding Association or homeowner responsibility, questions of what repair/replacement is reasonable and necessary and use of any Association funds for such

repair/replacement.

ARTICLE XV BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XVI CORPORATE SEAL

The Association shall have no seal.

ARTICLE XVII AMENDMENTS

Section 1. Fiscal Year. The fiscal year of the Association begins on the first day of September and ends on the 31st day of August of each year.

Section 2. Invalidity; Number; Construction; Captions.

- **Invalidity.** The invalidity of any part of these Bylaws does not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.
- **Number; Construction.** As used in these Bylaws:
 - The singular includes the plural and the plural the singular as the context requires.
 - “May not” and “shall not” are equivalent expressions of an absolute prohibition.
 - The masculine, feminine and neuter each include the masculine, feminine and neuter as the context requires.
- **Captions.** All captions used in these Bylaws are intended solely for convenience of reference and in no way limit any of the provisions of these Bylaws.

Section 3. Conflicts.

- These Bylaws are intended to comply with the Act to the extent applicable, the Oregon Nonprofit Corporation Act and the Covenants. In case of any irreconcilable conflict, the Acts, subject to ORS 65.959 and 94.770, and the Covenants control over these Bylaws or any rules and regulations.
- In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles control to the extent consistent with the Act and the Oregon Nonprofit Corporation Act.

**RIVERWOOD HOMEOWNERS ASSOCIATION,
an Oregon nonprofit corporation**

By: Billie Dean Mihalow

Billie Dean Mihalow, President

By: Delores Mae Gradin

Delores Mae Gradin, Secretary

CERTIFICATION

The undersigned President and Secretary of Riverwood Homeowners Association, an Oregon nonprofit corporation, hereby certify that:

- The 2010 Amendments to Bylaws described in Recital E above were adopted in accordance with Section 1 of Article XVII of the Bylaws and ORS 94.572 and 94.625.
- 2010 Amended Restated Bylaws for Riverwood Homeowners Association includes all previously adopted amendments in effect and includes no other changes, except to correct scriveners' errors or to conform format and style.

Billie Dean Mihalow

Billie Dean Mihalow, President
Riverwood Homeowners Association, an Oregon
nonprofit corporation

STATE OF OREGON

County of Multnomah

The foregoing instrument was acknowledged before me this 1 day of October 2010, by Billie Dean Mihalow, President of Riverwood Homeowners Association, an Oregon nonprofit corporation, on its behalf.

Viviana Sanchez
Notary Public for Oregon
My Commission Expires: May 21, 2012

Delores Mae Gradin

Delores Mae Gradin, Secretary
Riverwood Homeowners Association, and
Oregon nonprofit corporation