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I, Christine Walker, County Clerk for Jackson County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Christine Walker - County Clerk

BYLAWS OF EAST VILLAGE HOMEOWNERS ASSOCIATION

(formerly Bud's Dairy Homeowners Association)
an Oregon nonprofit corporation

ARTICLE 1 ASSOCIATION MEMBERSHIP

Restated and Amended 8/26/11

1.1. Definition of Terms. All definitions contained in the Declaration of Covenants and Restrictions for East Village Homeowners Association, a Planned Community, recorded herewith, shall be considered incorporated herein.

1.2 Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or the purchaser named in such conveyance or contract shall automatically be a Member of the Association, and shall remain a Member of said Association until 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 of the County of Jackson, Oregon. Every Owner is required to provide the Board of Directors with current contact information for the Owner and any renters or lessors to the Association as required by the Board of Directors.

1.3. Suspension of Membership. At the discretion of the Board of Directors an Owner may have his or her voting rights suspended when it is determined that the Owner is not eligible to vote. The Board of Directors may determine that an Owner is not eligible to vote if the Owner fails to pay any assessment or other amounts due to the Association or if any Owner violates any other provision of the Declaration, Bylaws, and/or Rules and Regulations and such violation is not corrected. The Board of Directors must give any such Owner at least 15 days notice prior to such suspension, and such Owner shall be entitled to a hearing before the Board of Directors. If an Owner's right to vote is suspended, the suspension of the Owner's right to vote shall continue until such time as the Board of Directors determines that all payments, including interest and attorneys' fees, are brought current, and that any other infractions or violations are corrected.

1.4 Mail (or Deliver) shall mean deliver by any of the following methods, except where restricted by ORS 94.550 to 94.783: U.S. Mail to the lot or mailing address of the Owner as shown on the tax rolls, hand delivery to the Lot, electronic mail (email), facsimile, or other form of electronic communication, including delivery of a notice that a document is available on the East Village HOA website.

ARTICLE 2

POWERS OF THE ASSOCIATION

2.1. The purpose of the Association is to serve as a means through which the Members may take action with regard to the administration, management and operation of the Planned Community. The Association shall have the following powers:

- (a) Adopt and amend the Bylaws and Rules and Regulations for the Planned Community;
- (b) Adopt and amend budgets for revenues, expenditures and reserves, and collect assessments from Members for common expenses and reserve accounts;
- (c) Hire and terminate managing agents and other employees, agents and independent contractors;
- (d) Defend against any claims, proceedings or actions brought against it;
- (e) Initiate or intervene in litigation or administrative proceedings in its own name and without joining the individual Members in the following:
 - (1) Matters relating to the collection of assessments and the enforcement of governing documents;
 - (2) Matters arising out of contracts to which the Association is a party;
 - (3) Actions seeking equitable or other non-monetary relief regarding matters that affect the common interests of the Members, including but not limited to the abatement of nuisance;
 - (4) Matters relating to or affecting Common Property, including but not limited to actions for damage, destruction, impairment, or loss of use of any Common Property; and
 - (5) Any other matter to which the Association has standing under law or pursuant to the Declaration or Bylaws.
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement, and modification of Common Property;
- (h) Cause additional improvements to be made as a part of the Common Property
- (i) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, except as is otherwise provided in the Declaration;

- (j) Grant easements, leases, licenses, and concessions through and over the Common Property;
- (k) Modify or discontinue the use of any Common Property, regardless of whether the Common Property is mentioned in the Declaration, provided that:
 - (1) Nothing in this paragraph is intended to limit the authority of the Association to seek approval of the modification, closure, removal, elimination, or discontinuance by the Members; and
 - (2) Modification, closure, removal, elimination, or discontinuance, other than on a temporary basis of any swimming pool, spa or recreation or community building, must be approved by at least a majority of Members voting on the matter at a meeting or by written ballot held in accordance with the Declaration or Bylaws.
- (l) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Property and services provided to Members;
- (m) Adopt rules regarding the termination of utility services paid for out of assessments of the Association and access to and use of recreational and service facilities available to Members and, after giving notice and an opportunity to be heard, terminate the rights of any Members to receive such benefits or services until the correction of any violation covered by such rule has occurred;
- (n) Impose charges for late payment of assessments and reimbursement of attorney fees related to the collection of assessments and, 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 if the charge imposed or the fine levied is based on a schedule contained in the Declaration or Bylaws, or an amendment to either that is delivered to each Member, mailed to the mailing address of each Member or mailed to the mailing addresses designated in writing by the Members, or based on a resolution of the Association or its Board of Directors that is delivered to each Member, mailed to the mailing address of each Member or mailed to the mailing addresses designated in writing by the Members;
- (o) impose reasonable charges for the preparation and recordation of amendments to the Declaration;
- (p) Provide for the indemnification of its Officers and the Board of Directors and maintain liability insurance for Directors, Architectural Review Board members, and officers.

- (q) Assign its right to future income, including the right to receive common expenses assessments; and
- (r) Exercise any other powers necessary and proper for the administration and operation of the Association.

2.2. Dispute Resolution

2.2.1 Before initiating litigation or an administrative proceeding in which the Association and a Member have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to use any dispute resolution program available within Jackson County, Oregon that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer to use such program must be hand delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

2.2.2 If the party receiving the offer does not accept the offer within 10 days after receipt by written notice hand delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the association, for the other party, the initiating party may commence the litigation or the administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

2.2.3 If a qualified dispute resolution program exists within Jackson County, Oregon, and an offer to use the program is not made as required under paragraph a) of this subsection, litigation or an administrative proceeding may be stayed for 30 days upon a motion of the non-initiating party. If the litigation or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

2.2.4 Unless a stay has been granted under paragraph c) of this subsection, if the dispute resolution process is not completed within 30 days after receipt of the initial offer, the initiating party may commence litigation or an administrative proceeding without regard to whether the dispute resolution is completed.

2.2.5 Once made, the decision of the court or administrative body arising from litigation or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this subsection do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

ARTICLE 3

MEMBERSHIP MEETINGS

3.1 Annual Meetings.

The date for the Annual Meeting, at the discretion of the Board of Directors, may be changed from time to time, but must be held annually as set out in the Bylaws. At Annual Meetings, new members of the Board of Directors shall be elected by the Owners in accordance with the requirements of Article 3 of these Bylaws, to replace those directors whose terms have expired. Additionally, at the Annual Meeting, the Board of Directors shall present for discussion the proposed budget for the next fiscal year, the proposed Regular Assessment, the schedule of fees, penalties and interest rate for delinquent payment of assessments and a schedule of fees and penalties for breach of an Owner's obligations under the Declaration, Bylaws, or Rules and Regulations of the Association. The Owners may also transact such other business of the Association as may properly come before them. At all meetings of the Association, the President shall preside.

3.2 Special Meetings. Special meetings of the Members may be called by the President of the Board of Directors, by a majority of the Board, or upon written request of at least 30% of the Members. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by the Secretary to each Member, by personally delivering, faxing, mailing, or electronic mailing (email), or other form of electronic communication a copy of such notice, at least 10 days, but not more than 50 days, prior to such meeting to the Members' addresses, email addresses, or fax numbers last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of this notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of the special meeting, the purpose of the meeting. If no address has been given to the Secretary in writing, then mailing to the Project Lot address shall be sufficient. It shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, or any proposal to remove a Director or Officer. Notices shall be similarly delivered to all mortgagees, that have requested such notice and each may designate a representative to attend the meetings.

3.4 Electronic Notice:

Any notice, information or other written material required to be given to an Owner or Director under the Declaration, Bylaws or Oregon Revised Statutes may be given by electronic mail, facsimile, or other form of electronic communication, except notice of collection action for failure to pay an assessment, notice of foreclosure of an Association lien, or notice of action the Association may take against an Owner.

3.5 Quorum. The presence at the meeting of Members representing a majority of the votes of the membership, the use of proxies being permitted, shall constitute a quorum for any action except as otherwise provided in these Bylaws.

3.6 Votes and Proxies. At all meetings of Members, each Member may vote in person, by absentee ballot, or by proxy. All proxies shall be in writing, executed by the Member and dated and filed with the Secretary. Every proxy shall be revocable and is deemed revoked one year from execution if not revoked before. Each Member shall be entitled to vote on the basis of one vote per Lot. If a Member holds title to more than one Lot, that Member shall possess more than one vote. An executor, administrator, guardian, or trustee may vote, in person or by proxy, at a meeting of the Association with respect to a Lot owned in a fiduciary capacity, so long as the Secretary is satisfied as to the fiduciary's appointment. Co-owners of a Lot shall share one vote, and may vote or grant a proxy in the absence of protest by the other co-owner(s). Any disagreement between co-owners concerning the vote will either result in the vote being disregarded in its entirety, or a court may establish the authority of co-owners to vote.

3.7 Actions Taken Without Meeting.

3.7.1 Any action that may be taken at any annual or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot describing each proposed action to every Member that is entitled to vote on the matter. The Board must provide Members with at least 10 days notice before written ballots are mailed or otherwise delivered. If at least 3 days before written ballots are scheduled to be mailed or otherwise distributed, at least 20% of the Members petition the Board for secrecy, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Member and instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

3.7.2 Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(a) If approval of a proposed action otherwise would 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 shall be deemed to be approved when the date for the return of ballots has passed, a quorum of Members has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected;

(b) If approval of a proposed action otherwise would require a meeting at which a specified percentage of Members 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. The votes maybe 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 counted.

3.7.3 All solicitations for votes by written ballot shall state the following:

(a) If approval of a proposal by written ballot requires that the total number of votes cast equal or exceed a certain quorum requirement, the number of responses needed to meet such quorum requirement; and

(b) If approval of a proposal by written ballot requires that a certain percentage of total votes cast approve the proposal, the required percentage of total votes needed for approval.

3.7.4 All solicitations for votes by written ballot shall specify the period during which the Association shall accept written ballots for counting, which period shall end on the earliest of the following dates:

(a) If approval of a proposed action by written ballot requires that a certain percentage of the Members approve the proposal, the date on which the Association has received a sufficient number of approving ballots;

(b) If approval of a proposed action by written ballot requires that a certain percentage of the Members approve the proposal, the date on which the association has received a sufficient number of disapproving ballots to render approval impossible; or

(c) In all cases, the date certain on which all ballots must be returned to be counted.

(d) A written ballot may not be revoked.

3.8 Robert's Rules of Order.

3.8.1 Meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association, unless the majority of the Board elects to to suspend the Rules.

3.8.2 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.

3.8.3 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.

ARTICLE 4

BOARD OF DIRECTORS

4.1. Number. The affairs of this Association shall be managed by a Board consisting of at least 3 directors selected from among the Members.

4.2. Election. At each annual meeting, the Members shall elect 3, 5, or 7 directors. Each newly elected director's term shall be for 1 year's duration.

4.3. Officers. The principal officers of the Association shall be the President, Treasurer, Secretary. Each Officer shall serve a one year term. Candidates for the positions of President, Treasurer, and Secretary shall be elected by Members by majority vote. Previous Officers may be re-elected by the Members by a majority vote.

4.4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. No removal of a director is effective unless the matter of removal is an item on the agenda and stated in the notice for the meeting. Any director shall also be considered suspended from the directorship for such period of time as that director's Association membership is suspended pursuant to Article 1 above. In the event of the death, resignation, suspension, or removal of a director, his or her successor shall be elected by the Association membership, and shall serve for the unexpired term of the parting director.

4.5. Compensation. No director shall receive compensation for any service rendered to the Association as a director. However, any director shall be reimbursed for actual expenses incurred in the performance of duties.

4.6. Qualification. To qualify for participation on the Board, each director shall be a Member in good standing of the Association and shall be current in his or her assessment payments account. There are no restrictions upon a directors re-election.

4.7. Duties. Duties of the specific officers of the Board are as follows:

(a) President: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall as circumstances require, sign all leases, mortgages, deeds, contracts, instruments of conveyance, or any other written instruments pursuant to the instructions of the Board; and shall perform such duties of the other directors as circumstances may require from time to time. The President, as the chief executive officer of the Association, leads and runs the meetings according to Robert's Rules of Order, organizes, plans, and prepares meeting agendas, and suggests the formation of committees at the Board of Director's meetings. Like all officers of the Association, the president has an affirmative duty to carry out the responsibilities of the office in the best interests of the Association. The president serves as spokesperson for the Board in most matters relating to general Association business, and performs other duties of the office of the President as requested by the Board.

(b) 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 current records showing the membership of the Association, together with addresses; perform such other duties as required by the Board; and serve as President of the Association in the event of the President's absence or incapacity, pending the election of a successor. In the absence of the Treasurer, the Secretary shall be authorized to sign checks for the Association, and performs other duties of the office of secretary as requested by the Board.

(c) Treasurer: The Treasurer maintains accurate records of the Association's income, expenses, and balance sheet accounts; receives and deposits in appropriate bank accounts all moneys of the Association, and shall disperse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; ensure that the financial records have been maintained in accordance with sound accounting practices; track monthly assessment payments; coordinate and develop the annual budget and the reserve study; prepare and give the treasurer's report at each scheduled Board and Association meeting; direct the preparation and filing of income tax returns; and perform other duties of the office of treasurer as requested by the Board.

ARTICLE 5

Board of Directors' Meetings

5.1. Regular Meetings. Regular meetings of the Board shall be held monthly or, at the election of the directors, quarterly, and shall be held at such place, date and hour as may be fixed from time to time by resolution of the Board. In order to meet in executive session

(without Members present) the Board shall first vote in an open meeting whether to meet as such, except in the case of an emergency. If the Board votes to meet in executive session, the President shall state the nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Members. All other meetings of the Board of Directors shall be open to all Members of the Association. Executive session shall be appropriate for:

- (a) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline; and
- (c) The negotiation of contracts with third parties.

5.2. Emergency Meetings. Emergency meetings of the Board shall be held when called by the President, or by any two directors. The meeting and notice requirements in this section may not be circumvented by chance or social meetings or by any other means.

5.3. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Every act done, or decision made, by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

5.4. Notice. For other than emergency meetings, notice of meetings of the Board shall be provided to all Members. Such delivery may be by hand delivery or by fax, or email, no less than 3 days prior to each meeting, or may be made by regular mail no less than 5 days prior to each meeting. Emergency meetings of the Board may be held only with actual notice to each director and may be conducted by telephonic communication. For all emergency meetings held without notice to the Members, the reason for the emergency must be stated in the Minutes of the meeting. The Board shall maintain a current mailing list of all Members.

5.5. Robert's Rules of Order.

5.5.1 Meetings of the Board of Directors shall be conducted according to the latest edition of Robert's Rules of Order published by the Roberts Rules Association, unless the Board elects to suspend conducting the meeting by such rules of order.

5.5.2 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.

5.5.3 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.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1. Powers. The Board shall have power to:

- (a) Recommend to the membership at annual or special meetings administrative Rules and Regulations governing the details of the maintenance, operation and use of the Lots and Common Property. Said Rules and Regulations shall be adopted by the Board of Directors. Once adopted, said Rules and Regulations shall be published and distributed to all Members.
- (b) Exercise all powers, duties and authority not reserved to the membership by other provisions of these Bylaws so that Association business and affairs may be effectively managed on a daily basis, always exercising the care required of fiduciaries.
- (c) Employ such person, persons or corporations as it may deem necessary for the proper administration, management and maintenance of the Common Property and affairs of the Association, as well as to obligate the Association to reasonable compensation for same. Any such written contract shall provide for termination upon 30 days written notice, with or without cause, and shall not be for a term in excess of 2 years. All contracts shall be signed by the President of the Association and persons or corporations involved.
- (d) Borrow money for Association purposes, and on behalf of the Association, provided that such liability shall not exceed twice the Associations monthly assessment income unless the Board has first obtained the approval of 75% percent of the Association membership either at a special meeting convened for that purpose, or at a quarterly meeting.

6.2 Duties. It shall be the duty of the Board to:

- (a) Cause to be compiled a record of all acts of the Board and Association affairs, and to present a statement thereof to the Members at the annual meetings of the membership;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Within 90 days after the end of the fiscal year, distribute to each Member, and to each mortgagee upon written request, a copy of an annual financial statement consisting of a

balance sheet and income and expense statement for the preceding fiscal year, as well as the current operating budget. Additionally, the Board shall timely prepare or have prepared all necessary income tax returns for the Association.

(d) As more firmly provided herein, adopt an annual budget and fix the amount of the regular Lot assessment at least 30 days in advance of the close of the Association's fiscal year. Written notice of the budget and regular Lot assessment shall be sent by regular mail to every Member at least 30 days in advance of the close of the Association's fiscal year.

(e) Issue, upon demand of any Member, secured party, or bona fide purchaser, a certificate setting forth the state of the Member's assessment account. 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;

(f) Upon written request of a prospective purchaser, make available for examination and duplication, the most recent financial statement and current operating budget of the Association;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Maintain all Common Property in a clean and orderly state, repair or replace Common Property as it deems appropriate, and correct any dangerous conditions which may be discovered upon the premises. The Board shall be responsible for payment of the expenses incurred thereby and may delegate such authority to the Treasurer who, in such event, shall submit an expense report for the Board's ratification at each regular meeting;

(i) Enforce, among the Members and the Association in general, any and all restrictive covenants to which the Members and the Association may be lawfully subject;

(j) Furnish a copy of the Statement of Planned Community Information, if any, within 14 days after receiving a written request from a Member, or a prospective purchaser.

6.3. Insurance. At least annually, the Board shall review the insurance coverage of the Association. The Board shall procure insurance for all insurable improvements in the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard if the insurance is available at reasonable cost, as well as a public liability policy covering all

Common Property and all damage or injury caused by the negligence of the Association. Premiums shall be a common expense of the Association and the policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost. The insurance maintained by the Association shall not be brought into contribution with insurance policies purchased by Members or their mortgagees. The Board shall obtain, if reasonably available, insurance policies which provide for a waiver of subrogation by the insurer as to any claims against the Board or any Member or guest of a Member. The policies shall also contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash. The policies shall further provide that they shall not be canceled, invalidated or suspended because of any action of a Member or of a director, officer or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allow the Association a reasonable time to make the correction. Further, any "other insurance" clause in any policy shall exclude from its coverage all Members' policies.

6.4 Committees: The Board of Directors may create such committees as they deem necessary to efficiently conduct the business of the Association. Committees may include, but are not limited to:

- (a) A Landscape/Irrigation Committee to advise and provide recommendations to the Board of Directors regarding landscape maintenance and improvements.
- (b) A CC&R Review Committee to provide recommendation to the Board of Directors regarding revisions to the CC&R's, Bylaws, and Rules and Regulations.

ARTICLE 7 **COLLECTION OF ASSESSMENTS**

7.1. Payment. Regular monthly Association assessments shall become due and payable on the first day of each month. In the event of nonpayment by the last day of each month, the Treasurer shall notify each Member of that Member's failure to remit the assessment to the Treasurer. Such notification shall be written and delivered personally to the Member or mailed or faxed to same at the address to which notices of meetings are mailed.

7.2. Request for Accounting. At the request of any Member, the Association shall provide a written statement of the Member's account within 10 business days of receipt of the request. The statement shall provide amount of assessments due and unpaid, interest rate on

assessments unpaid and late payment charges accruing. The Association need not comply with such a request if it has commenced litigation against the Member, and such litigation is pending when the statement is due.

7.3. Special Assessments. Special assessments as assessed by the Board shall be paid and collected in a manner specified by the Board at the time the assessment is made.

7.4. Default. Failure by a Member to pay any assessment of the Association shall be a default by such Member of his or her obligations pursuant to these Bylaws and the Oregon Planned Community Act. In addition to the interest which may be charged on delinquent assessments, the Board, at its option, may impose a late charge penalty in respect to any monthly assessment not paid by the end of the month in which it is due. Such penalty may not exceed the sum of 10% of the monthly assessment. The Association shall be entitled to a lien which may be enforced upon compliance with the provisions of the Oregon Planned Community Act. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to the appointment of a receiver if the Member is generating rent from the Unit.

7.5 Attorney Fees. Members shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect from that Member, any delinquent unpaid assessments. In addition to the monthly assessment for operating expenses, such assessments may include fees, late charges, fines, and interest imposed pursuant to the Oregon Planned Community Act. In the event suit or action is commenced by the directors for the collection of any amounts due pursuant to these Bylaws, or for the enforcement of any provisions of the Declaration, Bylaws or of the Oregon Planned Community Act, the Member or Members, jointly and severally, shall, in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

ARTICLE 8

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be retained within the state of Oregon, and shall be subject to inspection and duplication by any Member or mortgagee during reasonable business hours. The Declaration, Association Rules and the Bylaws, along with all amendments or supplements thereto, shall be available for inspection and duplication by any Member, mortgagees or prospective purchasers at the principal office of the Association and copies may be purchased at a reasonable cost. In particular, the Association shall maintain a copy of the Declaration, Bylaws, Rules and Regulations, amendments to these, the most recent financial statement, and the current operating budget.

ARTICLE 9

AMENDMENTS

Amendments to these Bylaws may be proposed by a majority of the Board or by at least 30% of the Members of the Planned Community. The Bylaws may be amended, at annual or special meetings of the Members, by an affirmative vote of not less than 75% of all Members, in person, by proxy, or by written ballot. Any such amendment shall not be effective until a copy of the Bylaws as amended, or the amendment thereto, certified by the President and Secretary of the Association as having been adopted in accordance with the Bylaws and applicable law, is recorded in the official records of Jackson County, Oregon.

IN WITNESS WHEREOF, the undersigned being President of the Board of the East Village Home Owners Association, formerly known as Bud's Dairy Home Owners Association, has executed this instrument this 26th day of August, 2011.

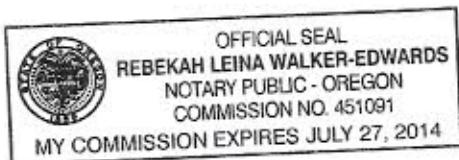
East Village Home Owners Association

Bernie Walter

By: Bernie Walter, its President

State of OREGON)
)
) §§
County of Jackson)

This instrument was acknowledged before me on August 26, 2011, by Bernadette Walter as President of the East Village Home Owners Association, formerly known as Bud's Dairy Home Owners Association.




Notary Public - State of Oregon
My Commission Expires: 7-27-2014

Signature Page