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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



2018 AMENDED AND RESTATED BYLAWS
OF
SUMMERFIELD TOWNHOUSE SERVICE
ASSOCIATION NO. 5 (EPSILON)

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2018 AMENDED AND RESTATED BYLAWS

OF

SUMMERFIELD TOWNHOUSE SERVICE

ASSOCIATION NO.5 (EPSLON)

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2018 AMENDED AND RESTATED BYLAWS

**SUMMERFIELD TOWNHOUSE SERVICE
ASSOCIATION NO. 5 (EPSILON)**

These 2018 Amended and Restated Bylaws of Summerfield Townhouse Service Association No. 5 (Epsilon) as made this 6th day of June, 2018 by Summerfield Townhouse Service Association No. 5, (Epsilon), an Oregon nonprofit corporation (the "Association").

RECITALS

A. Summerfield Townhouse Service Association No. 5 (Epsilon) is a community comprised of the owners of the following described property:

Lots 645 through 652 and Lots 670 through 682, inclusive, SUMMERFIELD NO. 12, in the City of Tigard. County of Washington, State of Oregon.

B. Association is the association of owners incorporated June 26, 1978, as a nonprofit corporation under Oregon law.

C. The Association is currently governed by the following documents recorded in the records of Washington County, Oregon:

Bylaws of Summerfield Townhouse Service Association No. 5 (Epsilon), A Nonprofit Oregon Corporation, recorded July 29, 1993, as Document No. 93-060566 (the 1993 Bylaws").

Amendment in the Revised 1993 Bylaws of Summerfield Townhouse Service Association No. 5 (Epsilon) A Nonprofit Oregon Corporation, recorded October 8, 2003, as Document No. 2003-172977.

Amendment in the Revised 1993 Bylaws of Summerfield Townhouse Service Association No. 5 (Epsilon) A Nonprofit Oregon Corporation, recorded August 7, 2005, as Document No. 2005-108650

D. As of January 1, 2002, the property governed by the Association is a Class II Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

ARTICLE 1
DEFINITIONS

Section 1. "Civic Association" shall mean and refer to Summerfield Civic Association, an Oregon non-profit corporation, its successors and assigns.

Section 2. "Service Association" shall and refer to Summerfield Townhouse Service Association No. 5 (Epsilon) an Oregon nonprofit corporation, its successors and assigns.

Section 3. "Properties" shall mean and refer to that certain real property in the County of Washington, State of Oregon described as:

Lots 645 through 652 inclusive and lots 670 Through 682 inclusive.
No. 12 as platted and as has been recorded in Washington Country,
Oregon.

And such additional lots or parcels as may hereinafter be brought within the jurisdiction of Service Association

Section 4. "Residential Unit" shall mean and refer, severally, to the respective residential units constructed on lots 645 through 652 inclusive, and lots 670 through 682 inclusive as platted in Summerfield #12 or any lot in Summerfield Properties together with the interest herein defined in the party wall or walls local at and along a boundary or boundaries of such residential unit and shared in common with the contiguous residential unit or units abutting on such boundary or boundaries.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or unities of the fee simple title to envy residential unit which is a part of the Properties including contact sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "proprietary" shall have the same meaning as "Owner".

ARTICLE 11
ADDITIONS TO PROPERTIES

To bring within the jurisdiction of the Service Association property in addition to that located within the Properties as defined shall require the assent of two-thirds (2/3) of the votes of members at a meeting duly called for this purpose, written notice of which meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and such notice shall set forth the purpose of the meeting. The presence of sixty percent (60%) of the membership shall constitute a quorum. If the required quorum is not present as any meeting, another meeting may be called, subject in the notice requirement set forth above.

ARTICLE III **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any residential unit which is subject by covenants of record to assessments by the Service Association, including contract buyers shall be a member of the Service Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from membership of any residential Unit which is subject to assessment by the Service Association. Ownership of such residential unit shall be the sole qualification for membership.

ARTICLE IV **VOTING RIGHTS**

Members shall be entitled to one (1) vote for each residential unit in which they hold the interest required for membership by Article III.

When more than one (1) person holds such interest in any residential unit, each of such persons shall be a member. The vote for such residential unit shall be exercised as they among themselves determine and Shall have certified unanimously and in writing to the secretary of The Service Association. In no event shall more than one (1) vote be cast with respect to any residential unit.

ARTICLE V **COVENANTS FOR SERVICE ASSESSMENTS**

Section 1. Each owner of any residential unit within the Properties by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agree to pay monthly assessments as hereinafter provided.

Section 2. Each owner shall be bound to pay to the Service Association monthly assessments to be fixed, established and collected from time to time as hereinafter provided. Until modified by this Service Association, acting through its Board of Directors, the monthly assessments levied against the respective residual units shall be based on consideration of such factors as for square footage, unit ground floor square footage, amount of exterior area exposed to weather, whether an end unit or an interior unit and whether the unit is one (1) or two (2) stories in size.

Section 3. The monthly assessments levied by the Service Association pursuant to Section 2 hereof shall be collected by the Service Association through its Board of Directors and established and used for whatever purpose the Board of Directors of the Service Association may from time to time deem to be in the collective interest of the then members of the Service Association and shall designate including, but not without limitation, the ordinary and necessary operating and administrative expenses of the Service Association and the maintenance of a reserve fund.

Section 4. The part of the monthly assessments levied by the Service Association pursuant to Section 2 hereof that is allocated to a reserve fund maintained by the Service Association, shall be collected by the Service Association through its Board of Directors and shall be held only for the purpose of providing exterior maintenance to residential units owned by members of the Service Association, as the term "exterior maintenance" is hereafter defined in Article VI and for payment, of insurance premiums contemplated by Article VII. The Service Association shall be obligated to ultimately expend all assessments described in this Section as a condition of the agreement by the owners to pay such assessments.

Section 5. The Board of Directors of the Service Association, may from time to time adjust, either by increase or decrease, the monthly assessment rates as set forth in Section 2 and 3 hereof as the Board of Directors shall determine to be appropriate. Increases or decreases in the monthly assessments shall be uniformly applied as proportionate changes to the respective original assessments above defined.

The monthly assessments as provided by this Article, together with interest thereon and costs of collecting thereof as hereinafter provided, shall be a charge upon the residential unit and shall be a continuing lien upon the residential unit against which such an assessment is made. Assessments may be collected on a monthly basis or such other basis as the Board of Directors of the Service Association shall determine.

Each such assessment, together with such interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such residential unit at the time when the assessment fell due. The accrued and unsatisfied personal obligation shall pass to the successors in title of the Owner as a continuing obligation and lien against the premises.

Section 6. The monthly assessments provided by this Article shall commence as to respective residential units on the first day of the month following the conveyance of title to the purchaser. Written notice of any change in the monthly assessment shall be sent to each owner subject thereto, insofar as the identity and mailing address of each owner is known to the Board of Directors of the Service Association. The due dates shall be established by the Board of Directors of the Service Association.

Upon demand of the Owner or owners of a specified residential unit, the Service Association shall furnish a certificate in writing signed by an officer of the Service Association setting forth whether the assessments on that residential unit have been paid. A reasonable charge may be made by the Board of Directors of the Service Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Assessments paid shall be expended by the Service Association only when it has been billed, or has received a bill, for property or services, provided by it or others, which are within the scope of the purposes for the assessments, as set forth in this Article. The Service Association shall not expend any paid assessments for any other purposes, and no owner shall have any personal interest in assessments paid, or levied but unpaid, nor any right to withdraw or assign any portion of accrued or unexpended assessments on hand with the Service Association.

Section 7. Any assessment that is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of fifteen percent (15%) per annum, and the Service Association as agent of the Owners may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the assessed residential unit.

All costs and expenses (including reasonable attorney fees whether or not suit or action is filed, and if filed, at trial and on any appeal) incurred by the Townhouse Service Association in this action shall be a charge against the residential unit and shall be added to the amount of such assessment and included therein in the lien, and will be a personal obligation of the owner thereof.

The Townhouse Service Association may bring action to obtain and collect a money judgment against the person(s) personally obligated to pay without waiving or foreclosing the lien.

No person shall avoid, for himself or his property, the obligation to pay assessments by abstaining from use of any common facilities which may be accessible to the use of members.

Section 8 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any residential unit shall not affect the assessment lien. However, the recording of a deed of conveyance pursuant to a sale or transfer of any residential unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such recording of deed conveyance. No sale or transfer shall relieve such residential unit from liability or any assessments thereafter becoming due or from the lien thereof.

Section 9. In the event of the dissolution of the Service Association, all unexpended assessments shall be disbursed in their entirety by the Service Association to the members at large proportionately to their individual assessments thereof as described in Article V, Section 2.

ARTICLE VI **EXTERIOR MAINTENANCE**

The Service Association shall arrange for exterior maintenance upon each residential unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, building framing, down spouts, front post lights, exclusive of bulbs, exterior building and wall surfaces exposed to weather; maintain and husband landscaping and plantings located on the Properties but not within unit courtyard areas; and perform such other similar exterior repairs, maintenance and improvements as the Board of Directors of the Service Association shall from time to time resolve to be necessary or appropriate and consistent with the above. Such exterior maintenance shall not include glass surfaces. The washing, maintenance and replacement of glass surfaces shall be the responsibility of the owner in whose residential unit the glass is located. In the event that the need for maintenance or repair is caused through the willful or negligent act of

the Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such residential unit is subject, and shall be a charge against the Owner.

Routine maintenance contemplates exterior painting, new roofing, replacement of gutters and down spouts and landscaping as directed by the Board of Directors of the Service Association. The Board of Directors shall have the authority to determine need for maintenance attention, repair or replacement and to provide for the expense thereof in accordance with the provisions of Article VI hereof. The Board of Directors of the Service Association shall at all times be authorized and empowered on behalf of the Service Association to contract for the performance of exterior maintenance in accordance with the bylaws of the Service Association.

ARTICLE VII **INSURANCE**

Section 1. Types of Service Association Insurance. The Board of Directors shall procure and maintain and pay for, from assessments levied by the Service Association under Article V, the types of insurance specified in this Section.

(a) **Property Damage Insurance**

(1) It shall be the duty of the Board of Directors of the Service Association to procure and maintain and, from the assessments previously referred to in Article V, to pay the premiums for a policy or policies (hereinafter called the "policy") of fire insurance with extended coverage endorsement, special form, or special extended coverage endorsement, for as nearly as practicable to one hundred percent (100%) of the insurable replacement cost value, if available, of the residential structures as described in Paragraph (2) of this Subsection and building service equipment, in its present form, without deductions for depreciation.

(2) The policy shall be in the name of the Service Association with the Board as trustee for the several owners of the residential units. The policy shall provide coverage for the residential unit structures. For the purpose of this Subsection, "residential unit structure" means the part of the building to and including the unfinished interior structural components of the perimeter walls, floors, and ceilings of the individual residential units (including garages) and plumbing located in interior walls and floors. Residential unit structure does not include, among other items:

(A) Paneling, tiles, wallpaper, paint, finished flooring, carpet, or any other materials constituting any part of the finished surfaces thereof

(B) Fixtures, built-in appliances or other installations or additions.

(C) Exterior doors, door casings and locks, windows, window frames and screens, skylights and skylight frames, garage doors and door frames, and the operating mechanism and remote control.

(3) The policy shall:

(A) Contain no provisions limiting or prohibiting other insurance by the owner of any residential unit, but if reasonably obtainable shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of setoff counter-claim, apportionment, proration, or contribution by reason of any such other insurance.

(B) Provide that the policy may not be canceled (whether or not requested by the Board) except by giving to the Board and to the owner of each residential unit who has requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days written notice of the cancellation.

(C) Contain a provision waiving any right of the insurer to repair, rebuild, and replace, or to require that the owner do so.

(D) Provide that in the case of any loss, the loss shall be adjusted with the Board;

(E) Contain a standard mortgagee clause.

(b) Liability Insurance.

(1) The Board shall procure and maintain a policy or policies (hereinafter called the "policy") of public liability insurance to insure the Board, each owner of a residential unit, and the Managing Agent and other employees of the Service Association against all claims for bodily injury and property damage arising out of the existence of premises or operations or contractors of construction work under a comprehensive general liability form to include :

(A) Coverage of automobile liability for automobiles employed on behalf of the Service Association or in the course of performance of any of its duties, or functions (but not covering automobile liability of the residential owners resulting from operation of their personal vehicles),

(B) Water damage liability;

(C) Fire damage legal liability;

(D) Liability for any director, officer, or member of a committee of the corporation for any economic loss due to administrative actions of the officers, members of a committee or a member of the Board and specifically to cover indemnification at: hereinafter described in Article XI; and

(E) Damage described under Section 5(g) of this Article.

(2) The insurance under this Subsection shall name owners and employees of the persons specified in Paragraph (1)(D) of this Subsection as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of Owners of the residential units and of the aforesaid employees and for liability arising out of ownership of individual residential units. The insurance shall be for such limits as the Board may decide. The policy shall:

(A) Contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board or by any breach of warranty or condition caused by the owner of any residential unit or by any act or neglect of the owner of any residential unit,

(B) Provide that the policy may not be canceled (whether or not requested by the Board), except by giving to the Board and to the owner of each residential unit who has requested such notice of the insurer in writing thirty (30) days written notice of cancellation.

(c) Additional Insurance. The Board may also procure insurance against such additional risks as the Board may deem advisable for the protection of the residential unit owners.

Section 2. Review of Insurance; Copies and Inspection of Policies; Additional Provisions.

(a) The Board shall review, not less frequently than annually, the adequacy of its insurance program and shall report the Board's conclusions and action taken on such review to the members of the Service Association.

(b) At the request of any mortgagee of any residential unit, the Board shall furnish to such mortgagee a copy of the policy described in this Section. Copies of every policy of insurance procured by the Board shall be available for inspection by a residential unit owner (or contract purchaser) at the offices of the Secretary or Managing Agent.

(c) Any insurance coverage procured by the Board shall be without prejudice to the right of the Owners of residential units to insure such residential units and the contents thereof for their own benefit at their own expense.

(d) Nothing contained in this Article VII shall be construed as a representation of the terms or extent of any insurance coverage at any time maintained in effect by the Board, and no one, including but not limited to, the several residential unit owners and mortgagees shall rely on any description herein respecting coverage to be maintained as a representation of existing coverage at any time. It shall be the responsibility of the several owners to ascertain and inform themselves of the terms of coverage of insurance of respective kinds, and the limits of such coverage under policies procured and maintained from time to time by the Service Association and to secure such additional insurance, if any, as they may desire for their further protection.

Section 3. Insurance by Owners.

(a) Required Insurance Each owner of a residential unit shall procure and maintain, at owner's own expense, the insurance specified in this Subsection.

(1) A policy or policies of insurance covering owner's property not insured under subsection (a) of this Section and against his or her liability not covered under subsection (b) of this Section above in accordance with this Section, unless the Service Association agrees otherwise.

(2) A policy or policies of insurance covering personal effects fire and comprehensive personal liability and premises.

(3) A policy or policies of insurance insuring owner's residential unit for the deductible amount under the Service Association's policies determined under Section 4 of this Article.

(b) Additional Requirements.

(1) Owners of all units, even owners that rent their units, shall procure and maintain comprehensive liability policies, having combined limits of not less than \$300,000.00 for each occurrence or such greater minimum amount as may be determined by resolution of the Board. The insurance shall provide coverage for, but not limited to, the negligent acts of the owner and tenant and their guests or other occupants of the residential unit for damage to other residential and the personal property of others located therein and other parts of the Properties.

(2) Owners shall require their tenants to procure and maintain tenant homeowner's insurance including comprehensive liability policies having combined limits of not less than \$300,000.00 for each occurrence or such greater minimum amount as may be determined by resolution of the Board. The insurance shall provide coverage for, but not limited to, the negligent acts of the owner and tenant and their guests or other occupants of the residential unit for damage to other residential units and the personal property of others located therein and other parts of the Properties.

(c) Copies. If requested in writing by the Service Association, an owner or tenant shall file a copy of each policy required under this Section with the Service Association within thirty (30) days.

Section 4. Insurance Deductible.

(a) Determination of Deductible; Notice.

(1) Determination of Deductible by Board. Subject to Paragraph (2) of Subsection, the Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be procured by the Service Association under these Bylaws or law. In determining the

deductible under the policies, the Board shall take into consideration the availability, cost, and loss experience, among other factors, of the Service Association. In making the determination, as in other Board responsibilities, the Board members shall exercise their reasonable business judgment.

(2) Notice. The Board shall give written notice to the owners of the amount of the deductible under the Service Association policies and any change in the deductible proposed in renewal or replacement insurance policies not later than ten (10) days after the effective date of the change. The notice described in subsection (c) of this Section must be delivered to each residential unit or mailed to the mailing address of each residential unit or mailed to the mailing address designated in writing by the owners.

(b) Responsibility for Payment of Deductible.

(1) In the event of damage to one or more residential unit(s) due to the act or neglect of the owner to take appropriate action (such as maintenance to prevent broken water pipes from freezing by maintaining heat in the house, draining pipes, or wrapping pipes), or in the case of negligence of an owner, the deductible, if any, shall be a charge against the owner and collectable as an assessment under Article V.

(2) In the event of damage from earthquake or other form of natural disaster, where loss, damage, or destruction to the buildings is more severe in some residential units than others, and a deductible from the insurance coverage is applied, the deductible shall be paid from Service Association limits.

(3) The Board of Directors may adopt a resolution which specifies the responsibility for payment of the deductible amount under circumstances other than under paragraphs (1) and (2) of this Subsection. The resolution shall include, but need not be limited to:

(A) Under what circumstances the deductible will be assessed against:

- (i) An individual owner or owners affected by a loss.
- (ii) All owners.

(B) The allocation of the deductible assessed under this paragraph and paragraph (1) of this Subsection.

(C) A procedure for processing insurance claims which may require all claims against the Service Association's insurance to be processed through and coordinated by the Board of Directors or any managing agent.

(D) If there is duplicate insurance coverage by the Service Association and any owner, which insurance policy is considered primary when not otherwise specified in the Declaration or these Bylaws.

(E) Responsibility for payment of charges for handling claims, including any charges by a management agent.

(4) The Board of Directors shall cause a copy of a resolution adopted under this Subsection and a notice described in subsection (c) of this Section to be delivered to each residential unit or mailed, not later than ten (10) days after adoption of the resolution to the mailing address of each owner or to the mailing address designated in writing by the owner.

(5) The findings by the Board and the decision by the Board of Directors based on those findings shall be Final in assigning responsibility for paying any deductible.

(c) Notice Requirements. The notice required under subsections (a) and (b) of this Section shall:

(1) Advise the owner to contact the owner's insurance agent to determine the effect of the resolution on the owner's individual insurance coverage, and

(2) Be in a form and style reasonably calculated to inform the owner of the importance of the notice.

Section 5. Damage, Destruction, and Replacement.

(a) In the event of substantial damage to or destruction of a building or one or more residential units, all available insurance proceeds, including proceeds received for damage to buildings on any policy taken out by the Service Association for residential unit owners, shall be held in reserve by the Board to repair, reinstate, rebuild, or replace the buildings (hereinafter called the "work") in accordance with the original plans and specifications, or if the work according to the original plans and specifications is not permissible under applicable laws and regulations, then in accordance with other plans and specifications prepared by the Board.

(b) In the event of any deficiency between said insurance proceeds and the cost of the work, each owner of a residential unit shall pay his proportionate share of the deficiency as common expenses, prorated in accordance with Article V, Section 2. The Board shall have the authority, as agent of all owners, to enter into a contract or contracts to accomplish the work.

(c) In the event that, after substantial damage to or destruction of the buildings, the Board determines that the damage or destruction will not be rebuilt, repaired, or restored, or in the event the damage or destruction has not been rebuilt, repaired, or restored within a reasonable time after occurrence of the damage or destruction, the premises shall be subject to an action for partition by any own of a common interest or lienor as if owner in common, in which event the premises shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with the law.

(d) Upon completion of the work and payment in full there for, any proceeds of insurance then or thereafter in the hands of the Board or the insurance trustee shall be paid or credited to the owners of the residential units (or the holder of any mortgage on a unit if there be a mortgage) in proportion to their respective common interests.

(e) To the extent that any loss, damage, or destruction to the buildings or other property is covered by insurance procured by the Board, the Board shall have no claim or cause of action for the loss, damage, or destruction against any residential unit owner or lessee.

(f) To the extent that any loss, damage, or destruction to the property of any residential unit owner or lessee is covered by insurance procured by the owner or lessee, the owner or lessee shall have no claim or cause of action for the loss, damage, or destruction against the Board, the Managing Agent or the Service Association. All policies of insurance referred to in this Section shall contain appropriate waivers of subrogation.

(g) Any loss or damage to a residential unit or any property located in the residential unit resulting from the Service Association's failure to maintain any part of the Properties in accordance with Article VI shall be the responsibility of the Service Association and assessed to all owners as provided in Article V.

ARTICLE VIII

MEETINGS OF MEMBERS

Section 1. Regular Meetings. A regular meeting of the members shall be held during the month of July each year at such time and date as the Board of Directors shall determine and shall state in the notice of such meeting. All regular meetings of Members shall be held at the Summerfield clubhouse or other community building which shall be erected within Summerfield, or, if otherwise provided in the notice of such regular meeting, at such place within the County of Washington, State of Oregon, as the Board of Directors shall determine and shall state in the notice of such meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the President of the Board of Directors.

Section 3. Notices. Written or printed notice stating the place, day and hour of the regular and of any special meetings, and in the case of special meetings, the purpose for which the meeting is called, shall be delivered not less than seven (7) nor more than fifty (50) days before the date of the meeting of the members, either personally or by mail, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with first class postage fully paid thereon, addressed to the member at his most recent address as it appears on the records of the corporation.

Section 4. Quorum. The vote of majority of the members or voting units present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members. Those members present and voting at any annual or special meeting of members constitute a quorum at the meeting.

ARTICLE IX **DIRECTORS**

Section 1. Number, Election and Tenure. The property and affairs of the corporation shall be managed and controlled by a Board of Directors (hereafter, "Directors", or "Board"). There are to be five (5) directors elected to serve three (3) year terms. Directors must be members living in a residential unit. Either one (1) or two (2) directors shall be elected each year depending on the number needed to bring the total of elected directors to five (5).

Terms of the new directors begin with announcement of their election or appointment and they serve until their respective successors have been elected or appointed. Any vacancy in an elected position prior to completion of the term for which that director was elected, shall be filled by a Board appointment to fill the unexpired term. During the existence of any vacancy, the remaining directors shall possess and may exercise all powers vested in the Board of Directors.

Section 2. Regular Meetings of Directors. A regular meeting of the Board of Directors shall be held immediately following the annual meeting if the membership and at the same place. Other regular meetings of the Board of Directors may be held without notice at such times and places as the directors by resolution may determine.

Section 3. Special Meetings of Directors. Special meetings of the Board of Directors may be called from time to time by the President or any director.

Section 4. Notices. The secretary shall give written notice of each special meeting of the Board of Directors by mailing such notice by United States mail to the director at his or her most recent address as it appears on the records of the Service Association, at least ten (10) days prior to the date of each meeting. No notice of any regular meeting need be given.

Directors may waive notice of meetings of the Board of Directors, and a waiver thereof signed by the director entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of all business, but for any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from

time to time. When a quorum exists, action may be taken by the majority vote of the directors present.

ARTICLE X **OFFICERS**

Section 1. Executive Officers. The officers of the corporation shall consist of a president, one or more vice-presidents as the Board of Directors may from time to time determine and with such designations as the Board of Directors may assign, a secretary and a treasurer. Any two (2) or more offices may be held by one (1) person except the offices of president and secretary.

Section 2. Election of Officers. The officers of the corporation shall be elected by the Board of Directors at each regular meeting. All officers, except the Managing Agent, shall be members of the Board of Directors. In the event of the failure to hold any annual meeting as herein provided, officers may be elected at any time thereafter at a special meeting of the Board of Directors called for that purpose. Each officer shall hold office for the term of one (1) year and until his successor shall be elected and qualified. All officers and agents shall be subject to removal at any time by a vote of the majority of the entire Board of Directors whenever in the judgment of the Board the best interest of the corporation will be served by such removal.

Section 3. Vacancies. A vacancy in any office shall be filled by the Board of Directors at any regular meeting or a special meeting called for that purpose.

Section 4. Employees and Agents. The Board of Directors shall be empowered to employ such employees and agents and to execute such contracts as it may deem necessary to properly carry out its objectives and purposes as stated' in the Articles of Incorporation.

Section 5. President. The President shall be the chief executive officer and have general and active charge of the management of the corporation, subject to control by the Board of Directors. When present, he shall preside at all meetings of the directors. The President shall have the power to appoint and discharge agents and employees, subject to the approval of the Board of Directors.

Section 6. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 7. Secretary. The Secretary shall give such notice of meetings to the Board of Directors as required by these bylaws and shall keep a record of the proceedings of all such meetings. The Secretary shall have custody of all books and records and papers of

the corporation except those which are in the care of the Treasurer or some other person to have custody and possession thereof by resolution of the Board of Directors.

The Secretary is authorized to sign with the President or Vice President in the name of the corporation all official documents, papers, deeds and contracts, including those in any way affecting the property or interests of the corporation and shall affix the seal of the corporation thereto. The Secretary shall submit such reports to the Board of Directors as may be requested by them from time to time.

Section 8. Treasurer. The Treasurer shall account for all monies of the corporation received and disbursed, and shall deposit all monies in the name of and to the credit of the corporation in such banks and depositories as the Board of Directors shall designate, subject to withdrawal in the manner determined by the Board of Directors, and, subject to the Board of Directors shall safely keep all valuables of the corporation. The Treasurer shall from time to time make such reports to the officers and Board of Directors as may be required, and shall perform such other duties as the Board of Directors from time to time shall delegate to him.

Section 9. Surety Bonds. The signatures of not less than two (2) officers shall be required on any check or draft, withdrawal slip or other form of charge upon or against any monies or other funds belonging to the corporation. Each officer authorized or empowered to so sign any such check or draft, withdrawal slip or form of charge shall be fidelity bonded in an amount not less than the aggregate of the current assets of the corporation.

ARTICLE XI **INDEMNIFICATION**

The Service Association shall indemnify to the fullest extent not prohibited by law, any director, officer or member of a committee of the Service Association who was or is a party or is threatened to be made a party to any Proceeding against all expenses (including attorney fees), judgments, fines, and amounts paid in settlement with such Proceeding.

The term "Proceeding" shall include any threatened, pending, or completed action, suit or proceeding, whether brought in the right of the corporation or otherwise and whether of a civil, criminal, administrative, or investigative nature, in which a person may be or may have been involved as a party or otherwise by reason of the fact that the person is or was a director, officer, or member of a committee of the Service Association or is or was serving at the request of the Service Association as a director, officer, or member of a committee of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article.

This Article shall:

(a) Not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, agreement, general or specific action of the Board, both as to action in the official capacity of the person indemnified and as to action in another capacity while holding office;

(b) Continue as to a person who has ceased to be a director, officer, or member of a committee,

(c) Insure to the benefit of the heirs, executors, and administrators of such person, and

(d) Extend to all claims for indemnification or advancement of expenses made after the adoption of this Article.

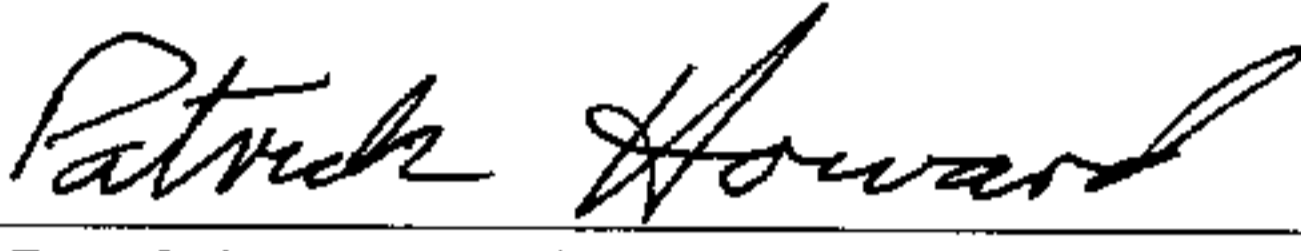
Any appeal of this Article shall only be prospective, and no repeal or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Proceeding.

No director or uncompensated officer of the Service Association shall be personally liable to the Service Association for monetary damages for conduct as a director or uncompensated officer, provided that this Article shall not eliminate the liability of director or uncompensated officer for any act or omission for which such elimination of liability is not permitted under the Oregon Nonprofit Corporation Act. No amendment to the Oregon Nonprofit Corporation Act that further limits the acts or omission for which elimination of liability is permitted shall affect the liability of a director or uncompensated officer for any act or omission that occurs prior to the elective date such amendment.

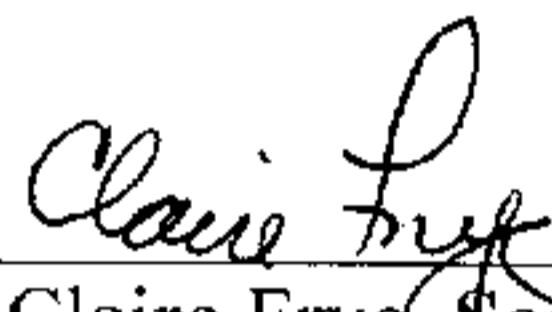
ARTICLE XII
AMENDMENTS

These bylaws may be amended at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for this purpose. A vote of two-thirds (2/3) of the directors present shall be required by any amendment of these bylaws.

SUMMERFIELD TOWNHOUSE SERVICE
ASSOCIATION No. 5 (EPSILON), an Oregon
nonprofit corporation

By: 
Patrick Howard, President

k

By: 
Claire Frye, Secretary

CERTIFICATION

The undersigned President and Secretary of Summerfield Townhouse Service Association (Epsilon), an Oregon nonprofit corporation, hereby certify that the within 2018 Amended and Restated Bylaws of Summerfield Townhouse Service Association No. 5 (Epsilon) have been approved by an affirmative vote of at least two-thirds (2/3) of the directors present at a meeting of the Board of Directors in accordance with Article XII of the 2005 Bylaws and the applicable provisions of ORS 94.625.

SUMMERFIELD TOWNHOUSE SERVICE
ASSOCIATION No. 5 (EPSILON), an Oregon
nonprofit corporation

By: Patrick Howard
Patrick Howard, President

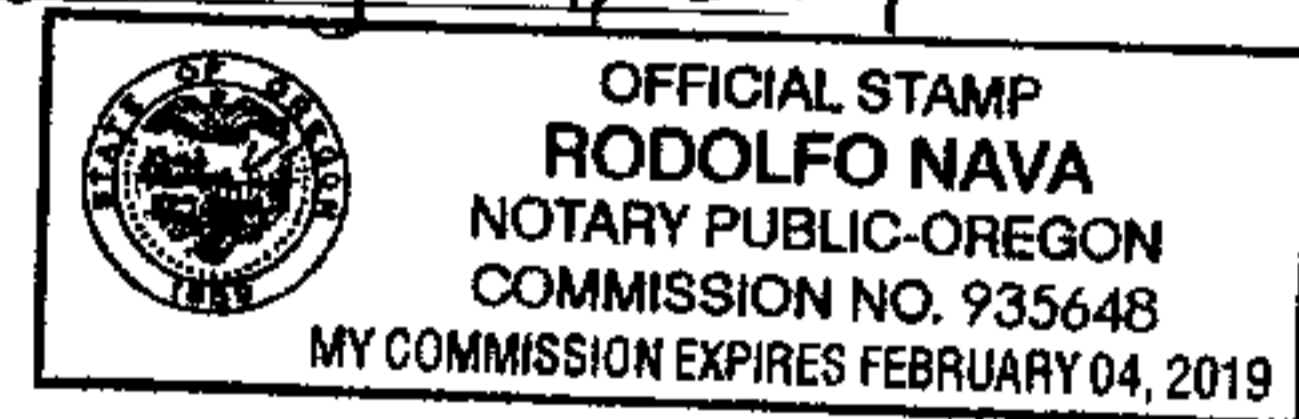
By: Claire Frye
Claire Frye, Secretary

STATE OF OREGON)
) ss
County of Washington)

The foregoing instrument was acknowledged before me this 13 day of June, 2018 by Patrick Howard, President, of Summerfield Townhouse Service Association No. 5 (Epsilon), an Oregon nonprofit corporation, on its behalf

[Signature]
Notary Public for Oregon
My Commission Expires: February 04, 2019

STATE OF OREGON)
) ss
County of Washington)



The foregoing instrument was acknowledged before me this 13 day of June, 2018 by Claire Frye, Secretary, of Summerfield Townhouse Service Association No. 5 (Epsilon), an Oregon nonprofit corporation, on its behalf

[Signature]
Notary Public for Oregon
My Commission Expires: February 04, 2019

