

BYLAWS
OF
THE MEADOWS AT TIMBERHILL OWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

In construing these Bylaws,

1.1 "Association" means the nonprofit corporation as defined in these Bylaws and the corporation's successors and assigns.

1.2 "Board" means the Board of Directors of this Corporation constituted in accordance with Article V of these Bylaws.

1.3 "Corporation" means The Meadows at Timberhill Owners' Association, Inc., an Oregon nonprofit corporation.

1.4 "Declarant" shall have the meaning given such term in the Declaration.

1.5 "Declaration" means the Declaration of Covenants, Conditions and Restrictions for The Meadows at Timberhill, and all of the easements, covenants, restrictions and charges set forth therein, together with any rules or regulations promulgated thereunder, as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

1.6 "Director" means a director of the Corporation as described in and elected in accordance with Article V of these Bylaws.

1.7 "Officer" means an officer of the Corporation as described in and elected in accordance with Article VI of these Bylaws.

1.8 "Owner" means any person or entity, including the Declarant, at any time owning a Building Lot, including any vendee under a recorded land sale contract to whom possession has passed, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Building Lot, including any vendor under a recorded land sale contract who has surrendered possession.

1.9 "President" means the President of the Corporation as described in Article VI, Section 5 of these Bylaws.

1.10 "Property" means the real property legally described in the Declaration.

1.11 "Secretary" means the Secretary of the Corporation as described in Article VI, Section 6 of these Bylaws.

1.12 "Successor Declarant" means the transferee of any Special Declarant Rights.

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1.13 "Treasurer?" means the Treasurer of the Corporation as described in Article VI, Section 7 of these Bylaws.

1.14 "Turnover Date" means the earlier to occur of either of the following events: (a) the turnover meeting described in Article XIII, Section 2; or (b) at such earlier time as Declarant elects in writing to terminate the Class B membership.

All other capitalized terms not otherwise defined in these Bylaws shall have the meaning given to them in the Declaration.

ARTICLE II OFFICES

The principal office of the Corporation in the State of Oregon shall be in a location determined by the Board. The Corporation may have such other offices, either within or without the State of Oregon, as the Board may determine or as the affairs of the Corporation require from time to time. The Corporation shall have and continuously maintain in the State of Oregon a registered office, and a registered agent whose office is identical with such registered office, as required by the nonprofit corporation laws of the State of Oregon. The registered office may be, but need not be, identical with the principal office in the State of Oregon, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, AND POWERS AND OBLIGATIONS

Section 1. Membership. Every Owner of one or more Building Lots shall, immediately upon creation of the Corporation and thereafter during the entire period of such Owner's ownership of one or more Building Lots, be a member of the Corporation. Membership shall be appurtenant to and shall not be separated from ownership of any Building Lot. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall automatically expire upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2. Suspension. All voting rights of a Member shall be suspended during any period in which such Member is delinquent in the payment of an assessment duly established pursuant to Article II of the Declaration or is otherwise in default hereunder or under the Declaration or Rules and Regulations of the Association.

Section 3. Voting Rights. Voting rights within the Corporation shall be allocated as follows:

(a) Building Lots. Except as provided in clause (b) of this Section 3, Building Lots shall be allocated one vote per Building Lot.

(b) Classes of Voting Membership. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners, including Declarant). Class A members shall be entitled to voting rights for each Building Lot owned, computed in accordance with Article III, Section 3(a). When more than one person holds an interest in any Building Lot, all such persons shall be members. The vote for such Building Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any Building Lot than as set forth in Article III, Section 3(a).

Class B. The Class B member shall be Declarant and shall be entitled to five (5) times the voting rights computed under Article III, Section 3(a) for each Building Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the Turnover Date.

Section 4. Powers and Obligations. The Corporation shall have, exercise and perform all of the following powers, duties, and obligations:

(a) Declaration. The powers, duties and obligations granted to the Corporation by its Articles of Incorporation, the Declaration, and these Bylaws.

(b) Statutory Powers. The powers, duties, and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either be amended from time to time, except as otherwise provided by the Declaration or these Bylaws.

(c) General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Corporation pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Property. The powers and obligations of the Corporation may from time to time be amended, repealed, enlarged or restricted by changes in the Declaration made in accordance with the provisions therein, accompanied by changes in the Articles of Incorporation of the Corporation or these Bylaws made in accordance with such installments and with the nonprofit corporation laws of the State of Oregon.

ARTICLE IV MEETINGS OF OWNERS

Section 1. Annual Meetings Prior to Turnover Meeting. Prior to the Turnover Meeting, as defined below, a meeting of Owners shall be held annually. Such meeting shall be called in accordance with Section 3 below.

Section 2. Meetings to Elect Directors: Annual Meetings Following Turnover Meeting. The first meeting of the Owners held for the purpose of electing Directors pursuant to this Article IV shall be the Turnover Meeting (the "Turnover Meeting") which shall be held as provided in Article XIII, Section 2, which shall be the initial meeting of the Corporation for

purposes of ORS 94.635(1). The first annual meeting of the Corporation shall be held in the first October following the Turnover Meeting. Subsequent annual meetings of the Corporation shall be held in each following October. Each such meeting shall be called in accordance with Section 3 below.

Section 3. Notice of Meeting. Any meeting held pursuant to this Article IV shall be held on such date, at such time, and at such place within Benton County, Oregon, as may be designated by the Secretary. Written notice of each meeting of the Owners under this Article IV shall be given by, or at the direction of; the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, but not more than fifty (50) days before such meeting, to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Corporation, or supplied by such Owner to the Corporation for the purpose of notice, and to any mortgagee having requested notice thereof. Mortgagees of a Building Lot may designate a representative to attend a meeting called under this Section 3. Such notice shall specify the place, day, and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, or any proposal to remove a Director or Officer. Notice of any such meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given.

Section 4. Proxies: Quorum: Voting. Except as provided in Section 4.3 of the Declaration, each Owner and Declarant shall have the number of votes provided for in Article III, Section 3. Any Owner may give a proxy to any person, so long as such proxy is in writing, signed by such Owner, and filed with the Secretary. A proxy shall expire on the earlier of. (i) eleven (11) months after the date of the proxy or (ii) the date of the sale of the Owner's Building Lot by its Owner. The presence, in person or by proxy, of Owners together entitled to cast at least 20% of the total votes entitled to be cast at any meeting shall constitute a quorum. Unless a greater percentage is required by law or the Declaration, the affirmative vote of a majority of the votes represented and voting shall constitute the act of the Owners. Voting of the Owners may be by mail with respect to any matter before the Owners. In any case in which voting by mail is necessary or desirable, the Secretary shall give written notice to all Owners, which notice shall: (a) include a written resolution setting forth the proposed action, (b) state that the Owners are entitled to vote by mail for or against such resolution, (c) if the proposed action otherwise would require a meeting at which a certain quorum must be present and/or at which a certain percentage of total votes cast is required to authorize the proposed action, state the number of responses needed to meet such quorum requirement and/or the required percentage of total votes needed for approval, and (d) specify that the date by which all votes must be received at the principal office of the Corporation is the earlier of a date not less than twenty-five (25) days after the date of such notice, or in cases where the proposed action requires that a certain percentage of the Owners approve the proposal, (i) the date on which the Association has received a sufficient number of approving ballots or (ii) the date on which the Association has received a sufficient number of disapproving ballots to render approval impossible in cases. Votes received after the date specified shall be of no effect.

Section 5. Annual Meeting. At any annual meeting of Owners, the President, and any other Officer the Board or the President may designate, shall report on the activities and financial condition of the Corporation.

Section 6. Special Meetings. Special meetings of the Owners may be called at any time by the President or a majority of the Board, or upon written request of Owners who are entitled to vote at least 25% of all of the votes of the Class A members.

ARTICLE V BOARD OF DIRECTORS

Section 1. General. The affairs of the Corporation shall be managed by the Board, which shall be comprised of the number of Directors determined as provided in Section 2 of this Article V. The Board shall have all requisite power, duty and authority to perform its obligations under the Declaration, including, without limitation, the power, duty, and authority to enforce the provisions of the Declaration and to acquire and pay for, out of the funds provided by assessments pursuant to the Declaration, all goods and services necessary or appropriate for the proper functioning of the Corporation in accordance with the Declaration.

Section 2. Number: Appointment by Declarant Prior to Turnover Meeting. The Board shall be comprised of three (3) Directors. Prior to the Turnover Meeting, the Directors shall not be required to be Owners. Thereafter, all Directors shall also be Owners. Until the Turnover Meeting, Declarant shall appoint an interim board comprised of three (3) Directors to serve as the Board. On the date of the Turnover Meeting, the Directors appointed by Declarant shall submit their resignations, effective upon the election of successors as provided in this Article V, Section 2. At and after the Turnover Meeting, the Directors shall be elected in the manner provided in this Article V, Section 3. Voting for Directors shall not be cumulative.

Section 3. Election of Directors. At and after the Turnover Meeting, all Directors shall be elected by a majority vote of the Owners who cast votes, whether in person, by proxy, or by mail, taken at the annual meeting or at a special meeting called therefor, with each Owner entitled to the votes specified in Article III, Section 3.

Section 4. Terms of Directors.

4.1 The Directors elected at the Turnover Meeting shall serve until the first annual meeting of the Corporation.

4.2 At the first annual meeting of the Corporation, the Owners shall elect one Director for a term of one year, one for a term of two years and one for a term of three years.

4.3 Except as provided in Article V, Sections 4.1 and 4.2, all Directors shall serve three-year terms. Any Director may serve more than one term.

Section 5. Resignation. Any Director may resign at any time by sending a written notice of such resignation to the Secretary. Unless otherwise specified in such notice, a resignation shall take effect upon receipt of the notice by the Secretary.

Section 6. Vacancies. Vacancies on the Board caused by the death or resignation of a Director shall be filled by vote of the majority of the remaining Directors, even if they constitute less than a quorum. Any Director so elected shall serve the remainder of the replaced Director's term.

Section 7. Meetings of the Board.

7.1 The initial meeting of the Board shall occur within ninety (90) days after the date the Articles of Incorporation for the Corporation are filed.

7.2 All meetings of the Board shall be open to all Owners, except that at the discretion of the Board, the following matters may be considered in executive session: (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. For other than emergency meetings and executive sessions, notice of Board meetings shall be mailed to all Owners, at the last address for each Owner in the records of the Corporation, not less than ten (10) days before the meeting; posted at a place or places on the Property at least three (3) days prior to the meeting; or provided by a method otherwise reasonably calculated to inform Owners of the meeting. Emergency meetings and executive sessions may be held without notice, if the reason for the emergency or executive session is stated in the minutes of the meeting. Only emergency meetings of the Board may be conducted by telephonic communication.

7.3 The Board shall meet at least annually, within thirty (30) days after each annual meeting of the Owners. At each annual meeting, the Board shall adopt a budget for the following fiscal year and determine the amount of the Regular Assessment and Limited Assessment and Reserve Fund Assessment (as defined in the Declaration) for such year. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary of the budget to all owners. In addition, the Treasurer shall present to the Board a report on the financial condition of the Corporation, including a report of receipts and disbursements for the preceding calendar year, the allocation thereof to each Building Lot, and the estimated receipts and expenses for the coming year. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect.

7.4 Special meetings of the Board may be called at any time by the President or two Directors. Such meetings shall be scheduled by the Secretary within thirty (30) days after the Secretary's receipt of written requests signed by two or more Directors; provided that if the purpose of a special meeting is to elect a successor Secretary pursuant to Section 2 of Article VI or to consider removal of the Secretary pursuant to Section 3 of Article VI, such meeting may be scheduled by the President or, if the meeting is also for the purpose of electing a successor President or removing the President, any other Director.

7.5 Meetings of the Board shall be held at such place within Benton County, Oregon, as may be designated from time to time by the Board.

7.6 The Secretary shall give written notice to each Director of each Board meeting at least ten (10), but not more than thirty (30), days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Corporation, or to such other address as any Director may designate by written notice to the Secretary given at least ten (10) days prior to the giving of notice of the meeting. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given. When a meeting is adjourned for fewer than thirty (30) days, whether or not a quorum is present at the adjourned meeting, no notice of the resumption or reconvening of such adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

Section 8. Voting by the Board. Each Director shall have one vote. So long as a quorum is constituted, the vote of Directors together holding more than 50% of the total votes shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or the Declaration.

Section 9. Quorum. The presence in person of a majority of the Directors shall constitute a quorum for voting at a Board meeting. The Board shall have the power to adjourn a meeting even if less than a quorum is present.

Section 10. Removal. Any Director, other than a Director appointed by Declarant, may be removed, with or without cause, by the majority vote of Owners present and entitled to vote at any meeting of the Owners at which a quorum is present. No removal of a Director is effective unless the matter of removal was included in the notice of the meeting and listed as an item on the agenda. At such meeting, the Owners shall elect a replacement Director to serve the remainder of the replaced Director's term.

Section 11. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for the Director's actual expenses incurred in the performance of his or her duties.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers shall be the President, the Treasurer, and the Secretary, each of whom shall be elected by the Board. After the Turnover Meeting has been held, the same person shall not concurrently hold more than one office. The Board may designate such additional Officers as it deems appropriate.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board and shall hold office at the pleasure of the Board and until their successors are elected and qualified. If any office becomes vacant, the Board shall elect a successor to fulfill the unexpired term at a special meeting of the Board called for such purpose.

Section 3. Removal. The Board may remove any Officer, at any time, with or without cause, and a successor may be elected at a special meeting of the Board called for such purpose.

Section 4. Compensation. Other than reimbursement of out-of-pocket expenses incurred on behalf of the Corporation, neither the President, the Treasurer, nor the Secretary shall receive any compensation from the Corporation for acting as an Officer, unless such compensation is authorized by the Board.

Section 5. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Board, and, except to the extent otherwise provided in the Declaration, shall have all of the general powers and duties normally incident to the office of the chief executive officer of a corporation.

Section 6. Secretary. The Secretary shall not be required to be a Director or an Owner. The Secretary shall keep the minutes of all proceedings of the Board and all other Corporation records and shall attend to the giving of all notices to the Board and other notices pursuant to these Bylaws or the Declaration or required by law. The Secretary shall perform all other duties incident to the office of secretary of a corporation or as may be directed by the Board. The Secretary shall perform all of such duties at the expense of the Corporation.

Section 7. Treasurer. The Treasurer shall not be required to be a Director or an Owner. The Treasurer shall be responsible for Corporation funds and shall keep full and accurate financial records and books of account sufficient for proper accounting purposes showing all receipts and disbursements necessary for the preparation of all financial data and tax returns. The Treasurer shall be responsible for the deposit of all Corporation funds in such depositories as may from time to time be designated by the Board, and shall disburse Corporation funds for such purposes as may be permitted under these Bylaws or the Declaration. The Treasurer shall perform all other duties incident to the office of the Treasurer of a corporation or as may be directed by the Board. The Treasurer shall perform all such duties at the expense of the Corporation.

ARTICLE VII *SHARES OF STOCK AND DIVIDENDS PROHIBITED*

The Corporation shall not have or issue shares of stock. No dividends shall be paid and no part of the income of the Corporation shall be distributed to its Directors or Officers, or to the Owners. The Corporation may pay compensation in a reasonable amount to its Officers for services rendered as provided by the Articles of Incorporation, the Declaration, other provisions of these Bylaws, or resolution of the Board of Directors.

ARTICLE VIII *LOANS TO DIRECTORS AND OFFICERS PROHIBITED*

Section 1. No Loans to Directors or Officers. No loan shall be made by the Corporation to its Directors or Officers. The Directors of the Corporation who vote for or assent to the making of a loan to a Director or Officer of the Corporation, and any Officer or Officers

participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Section 2. Contribution: Subrogation. Any Director against whom a claim shall be asserted under or pursuant to this Article VIII shall be entitled to contribution from the other Directors who voted for the action upon which the claim is asserted. To the extent that any Director is required to pay such claim, he shall be subrogated to the rights of the Corporation against the debtor on the loan.

ARTICLE IX CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize any Officer or Officers or agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Among other things, such contracts may provide for the employment of personnel necessary for the maintenance, upkeep, and repair of the Common Area (including the Limited Common Area). Notwithstanding the foregoing, no management agreement, service contract or employment contract made by or on behalf of the Corporation prior to the Turnover Meeting shall be for a term in excess of three (3) years, and any such agreement shall terminate without penalty to Declarant, the Corporation or the Board upon not less than thirty (30) days' written notice to the other party thereto given by the Board not later than sixty (60) days after the Turnover Meeting.

Section 2. Checks. Drafts. Etc. All checks, payment vouchers, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation (including, without limitation, checks or vouchers for the payment of the expenses incurred with respect to the Association's maintenance responsibilities), shall be signed by such Officer or Officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by the Board.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select. All assessments, including Declarant subsidies, shall be deposited in a separate account in the name of the Association. All expenses of the Association shall be paid from such account.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE X ARCHITECTURAL REVIEW COMMITTEE

Section 1. Election. The Architectural Review Committee shall have no less than three (3) members, who until the Turnover Meeting is held shall be appointed by the Declarant as provided in the Declaration. At the Turnover Meeting, no less than three members (but as many

members as are directed by the Board from time to time) of the Committee shall be elected by the Owners at the annual meeting of the Owners, in accordance with the provisions of Article IV, Section 4; provided, however, that appointed members shall remain in office until new members have been elected by the Owners to replace them. Only an Owner may serve as a Committee member after the Turnover Meeting. A contract purchaser shall be deemed an Owner for purposes of this section. Each Owner shall be allocated one vote, representing each Building Lot such Owner owns, for the election of each member of the Committee. The candidates receiving the majority of the votes cast shall be elected as members of the Committee to fill as many positions as are directed by the Board from time to time, and shall serve a two-year term and until their successors are elected. In the event that a Committee member is unwilling or unable to complete the remainder of his or her term, the Board shall appoint an interim Committee member, who shall serve on the Committee until the next annual meeting of the Owners, when a new Committee member shall be elected in accordance with the provisions of this section.

Section 2. Records. The Corporation shall keep on file at its principal Officer a list of the names and addresses of the members of the Architectural Control Committee.

ARTICLE XI FINANCIAL MATTERS AND RECORDS

Section 1. General. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board and shall keep at its registered or principal office a record giving the names and addresses of the Directors. All books and records of the Corporation may be inspected by any Director, or his agent or attorney, for any proper purpose at any reasonable time.

Section 2. Financial Statement*. The Board may appoint a certified public accountant or certified public accounting firm as auditor, who shall not be an Officer or own any interest in any Building Lot, to audit the books and financial records of the Corporation. Within ninety (90) days after the end of each fiscal year, the Board shall distribute to each Owner and, upon request, any mortgagee of a Building Lot a copy of the annual financial statement of the Corporation, consisting of a balance sheet and income and expense statement for the preceding fiscal year. The Corporation shall make available to Owners and to holders, insurers or guarantors of any mortgage on a Building Lot, for their inspection and copying, upon request, during normal business hours or under other reasonable circumstances, current copies of: (i) the Declaration, Articles of Incorporation, Bylaws, and rules concerning the Property, (u) the Corporation's most recent financial statement, (iii) the current operating budget of the Corporation, and (iv) all other records of the Corporation. Upon written request of a prospective purchaser of a Building Lot, the Corporation shall make available for examination and duplication during reasonable hours the documents and items described in items (i) through (iii) in the preceding sentence. The Corporation may charge a reasonable fee for furnishing copies of any documents, information, or records described in this Section 2. The fee may include reasonable personnel costs for furnishing such copies.

Section 3. Tax Returns. The Board shall cause to be filed the necessary income tax returns for the Corporation.

Section 4. Fiscal Year. The Corporation's fiscal year shall commence January 1 and shall end on December 31.

ARTICLE XII INSURANCE

Section 1. By the Association. The Association shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to the Common Areas and Outdoor Living Area Access Ways in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than \$1,000,000.00 per person, per occurrence, and that such policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least 10 days' written notice to the Association. Additionally, the Association shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance (including coverage for damage resulting from vandalism and malicious mischief) with respect to each Building Structure, Outdoor Living Area Access Ways, and the Common Areas (including any insurable Improvements on the Common Areas) in an amount equal to 100% of the replacement cost thereof. The casualty coverage may be obtained on a "blanket" basis. The Association may obtain such other and further policies of insurance as it deems advisable. The casualty insurance to be obtained by the Association pursuant to this Section 3.9.2(a) shall include the following terms, if these are reasonably available:

1.1 A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner,

1.2 A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

1.3 A provision that no policy may be canceled, invalidated, or suspended because of any action of an Owner;

1.4 A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and

1.5 A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.

Section 2. By the Owners. Each Owner of a Building Lot shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to such Building Lot in an amount of not less than \$500,000.00 per person, per occurrence. Additionally, each Owner shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance (including

coverage for damage resulting from vandalism and malicious mischief) with respect to all insurable Improvements located on such Building Lot, other than the Building Structure thereon, in an amount equal to 100% of the replacement cost thereof. EACH OWNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE WITH RESPECT TO THAT OWNER'S PERSONAL PROPERTY. No Owner shall be obligated to obtain any of the insurance coverages described in Section 3.9.2(a), nor shall any insurance coverage obtained by an Owner (or such Owner's mortgagee) be brought into contribution with insurance obtained by the Association.

Section 3. Director and Officer Insurance. At the discretion of the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Articles of Incorporation of the Corporation.

Section 4. General Provisions. Premiums for insurance obtained by the Board pursuant to this Article XII shall be a common expense of the Corporation. At least annually, the Board shall review the insurance coverage of the Corporation. If reasonably available, the Board shall obtain insurance policies with the provisions specified in ORS 94.680 and with an "inflation guard" endorsement.

ARTICLE XIII TRANSFER OF CONTROL

Section 1. Transitional Advisory Committee. No later than sixty (60) days after the date the Declarant conveys 50% or more of the Building Lots in the Property to Owners other than Declarant, Declarant shall call a special meeting of the Owners to select a Transitional Advisory Committee. Declarant shall give notice in accordance with Article IV, Section 3 to each Owner of the special meeting. At such meeting, the Owners in attendance, other than Declarant, by vote of a majority of those present, shall select two (2) or more members of a Transitional Advisory Committee composed of three (3) or more members. Declarant may select no more than one member. The members of the Transitional Advisory Committee shall serve until the Turnover Meeting. The function of the Transitional Advisory Committee shall be to facilitate the transition from control of the administration of the Corporation by Declarant to control by the Owners. The Transitional Advisory Committee shall have reasonable access to all information and documents that Declarant is required to turn over to the Association under ORS 94.616(3). If the meeting required pursuant to this Section 1 is not called by Declarant within the time specified, the meeting may be called and notice given by any Owner. Notwithstanding the foregoing, if the Owners do not select members of the Transitional Advisory Committee as provided above, Declarant shall have no further obligation to form the Transitional Advisory Committee. There shall be no requirement that a Transitional Advisory Committee be formed and no Transitional Advisory Committee shall be appointed, once the Turnover Meeting has been held.

Section 2. Turnover Meeting. On a date that is not later than ninety (90) days after the Building Lots in the Property, representing 75% of the voting power of the Association have been sold and conveyed to Owners other than the Declarant, Declarant shall hold the Turnover Meeting. Declarant shall give notice of such meeting as provided in Article IV, Section 3 to each Owner. The notice shall state the purpose of the meeting, which shall be the relinquishment by Declarant of control of the administration of the Corporation, and the time and place at which the meeting is to be held. If Declarant does not call the Turnover Meeting required by this Section 2 within the required period, the Transitional Advisory Committee described in Section 1 or any Owner may call such a meeting and give notice as required by this Section 2. At the Turnover Meeting: (i) Declarant shall relinquish control of the administration of the Corporation and the Owners shall assume the control thereof, (ii) the Directors of the Corporation then serving shall resign and the Owners (including Declarant) shall elect a board of Directors in accordance with these Bylaws, and (iii) Declarant shall deliver to the Corporation all of the items set forth in ORS 94.616(3). After the Turnover Meeting, Declarant or its representative shall be available to meet with the Board on at least three mutually acceptable dates as provided under ORS 94.616(4).

ARTICLE XIV RULES AND REGULATIONS

The Board shall have power to adopt and publish rules and regulations governing the conduct of persons and the operation and use of the Building Lots, the Common Areas (including the Limited Common Areas), the Landscaped Areas, and the Outdoor Living Area Access Ways, and any other portion of the Property as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property, and to establish penalties for the infraction thereof. However, such adoption shall not be effective without the prior written consent of Declarant for so long as Declarant owns any Building Lot. Such rules and regulations may be adopted upon a majority vote of the members of the Board present at a meeting at which there is a quorum of Board members and as to which notice has been given as provided in these Bylaws. Such notice shall include a verbatim copy of all proposed rules and regulations. No rule or regulation shall be adopted without a copy thereof first having been delivered or mailed to each Owner at the last address for such Owner in the records of the Association. Upon adopting any such rules and regulations, the Board shall cause copies thereof to be delivered to each Owner. All such rules and regulations become binding on all Owners and occupants of all Building Lots upon the date of delivery. Any rule or regulation which conflicts with these Bylaws or the Declaration shall be null and void.

ARTICLE XV MAINTENANCE

The Corporation shall have the maintenance responsibilities set forth in Section 3.9 of the Declaration. Costs and expenses incurred by the Corporation in discharging its maintenance responsibilities shall be paid in the manner described in Article IX, Section 2.

**ARTICLE XVI
ASSESSMENTS**

An Owner's share of common expenses shall be collected by assessments made by the Association. All Building Lots shall be subject to assessment in accordance with the provisions of the Declaration. Regular Assessments and Limited Assessments shall be made on a monthly basis or such other intervals (such as quarterly or semi-annually) as the Board may determine from time to time. Subject to amendment by the Board, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to each Building Lot and each Owner of a Building Lot affected by a Limited Assessment on or before December 15 for each year for the calendar year commencing January 1 of the next year. The Regular Assessment and Limited Assessment shall be due and payable as the Board shall determine. Reserve Fund Assessments and other Assessments shall be made as provided in the Declaration.

**ARTICLE XVII
AMENDMENTS TO BYLAWS**

Except as expressly provided in the Declaration, these Bylaws may be amended or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days' written notice is given of intention to amend or repeal and adopt new bylaws at such meeting accompanied by a copy or summary of the amendment; provided, however, that the Board shall have no authority to amend or repeal any provision of these Bylaws relating to the election, qualifications, powers, duties or terms of Directors without the approval of the Owners given at a special meeting called for such purpose; and provided, further, that all such amendments shall be consistent with the provisions of the Declaration. No special declarant right (as defined in ORS 94.550(12)) contained in these Bylaws may be amended without the consent of Declarant and Declarant may unilaterally make the amendments to the Bylaws permitted by Section 11.3 of the Declaration and ORS 94.585.

**ARTICLE XVIII
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the nonprofit corporation laws of the State of Oregon, as it exists or may be amended in the future, or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIX
HEADINGS**

The headings contained in these Bylaws are for convenience and shall not in any way affect the meaning or interpretation of these Bylaws.

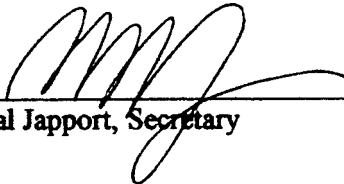
**ARTICLE XX
ACTION WITHOUT A MEETING**

Any action which applicable law, the Declaration or these Bylaws require or permit the Owners or the Board to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Owners or Directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Owners or the Board, as the case may be, shall be filed in the records of minutes of the Corporation.

**ARTICLE XXI
CONFLICTS**

These Bylaws are intended to comply with applicable law and the Declaration. In case of any irreconcilable conflict, applicable law and the Declaration shall control over these Bylaws, any amendments hereto and any rules or regulations adopted hereunder.

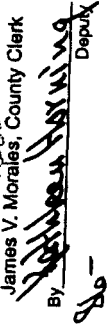
I, Neal Japport, as Secretary of The Meadows at Timberhill Owners' Association, Inc. do hereby certify the foregoing to be the Bylaws of the Corporation, as adopted by the Board on the 10 day of DECEMBER, 2001.



Neal Japport, Secretary

STATE OF OREGON }
County of Benton } ss.

324956

I hereby certify that the within instrument was received for record
AM11:15 02SEP04
M324956
In the microfilm records of said county
Witness My Hand and Seal of James V. Morales, County Clerk
By  Deputy