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Multnomah County Official Records  
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**\$61.00**

**AMENDMENT TO THE BYLAWS OF  
ASSOCIATION OF UNIT OWNERS OF CREEKSIDE CONDOMINIUM  
(Rental Restriction)**

**RECITALS**

A. The Declaration Submitting Creekside Condominium to Condominium Ownership ("Declaration") was recorded as Document No. 2006-114110 in the deed records of Multnomah County, Oregon on June 21, 2006. The Bylaws ("Bylaws") of the Association of Unit Owners of Creekside Condominium ("Association") were recorded as an exhibit to the Declaration.

B. Pursuant to ORS 100.410, the Association has now voted to amend the Bylaws to restrict the rental of units on the terms set forth herein.

**AMENDMENT**

**1. Bylaws Amendments.**

A. Article IX, Section 2 (a) of the Bylaws is hereby deleted and replaced with the following:

"(a) All units shall be used for residential purposes only. All common elements shall be used in a manner conducive to the residential purpose of the units. A unit owner shall only be permitted to lease or rent his or her unit as provided in Article IX, Section 6 of these Bylaws."

B. The following is hereby added to the Bylaws as Article IX, Section 6:

**"Section 6. Restriction on Rental and Leasing of Units.**

(a) **Definitions.** The term "owner" shall mean the person or persons listed on the deed to a unit. In the event that a unit is owned by a corporation or other entity, the officers or members of such entity may also be considered an owner. The terms "lease," "leasing," "rent" or "renting" a unit mean the granting of a right to use or occupy a unit, for a specified term or indefinite term in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership. The term, "owner-occupied" shall mean any period during which the unit is occupied by an owner or an owner's spouse, or relatives, in-laws or domestic partner as a primary or secondary residence and no payment of rent is made for the right of occupancy.

(b) **Rental Restriction.** With the exception of a lender in possession of a unit following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure:

1. No unit owner may rent or lease his or her unit for a period of fewer than six (6) months, provided, however, any 6-month or longer lease may be extended beyond such term on a month-to-month basis up to twelve (12) months.

2. Subject to the provision of subsection (c) below, the maximum number of units that may be leased or rented shall not exceed six (6) units or 50% of the total units in the Condominium (the "Rental Limit"). Occupancy shall be limited to the tenants, their household members, visitors and guests.

3. In general, an owner may not rent less than his or her entire unit. However, an owner who occupies his or her unit may lease one bedroom to a tenant over the age of 18. This type of rental agreement shall not count towards the Rental Limit.

4. Vacant units are not counted towards the Rental Limit.

(c) **Rental Criteria.** No unit owner may rent his or her unit without first obtaining Board approval. The Board shall only approve the rental of a unit under the following circumstances:

1. If the unit owner or his or her spouse or legal domestic partner relocates for work to a location further than 25 miles away from the Condominium;

2. If the unit owner is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness;

3. If the unit owner is called to active military service;

4. If the inability to rent the unit would create severe financial hardship for the unit owner.

The Board of Directors, in its sole and unfettered discretion, shall determine whether a unit owner's situation meets any of the factual situations set forth above and thus qualifies for a unit rental. The Board may request reasonable documentation, including without limitation, a doctor's letter, financial documents, and other related information to substantiate a unit owner's petition. The Board may, but is not obligated, to then grant the right to rent the unit only if doing so would not cause the number of tenant-occupied units to exceed six (6) units. The Board will maintain a list of all rented units and a waiting list, if necessary, and such information will be reasonably available to all owners.

(d) **Procedure.** Prior to entering into any lease agreement, a unit owner shall apply to the Board of Directors or its manager using an application form that will be available from the Board or the manager. Within seven (7) days following receipt of such application, the Board or manager shall advise the owner in writing of whether such proposed tenancy would or would not exceed the Rental Limit and, if it would exceed such limit, the Board or manager shall place the owner on a

waiting list and shall notify such owner when the owner may apply to rent his or her unit. Each application shall be dated and time-stamped when received by the Board or manager to establish such owner's priority. If a proposed rental would not exceed the Rental Limit, the Board will advise the applicant in its response that his or her application will be reviewed at the next regularly scheduled Board meeting.

(e) **Duration.** Once a unit owner is notified by the Board or manager that his or her unit may be rented, the owner shall enter into a written lease of no fewer than six (6) months in length within ninety (90) days following the date of such notice. If a notified owner has not entered into a lease within such period, and unless the owner petitions the Board for more time, the owner shall lose the right to rent his or her unit. If there is a waiting list, the Board shall place the owner at the end of the waiting list and shall notify the next owner on the list that he or she may apply to rent his or her unit. The Board will consider petitions for additional time to rent on a case-by-case basis and all decisions shall be at the complete discretion of the Board. If the Board grants a unit owner the right to rent his or her unit, the unit owner may only rent his or her unit for a maximum of twelve (12) months, after which the rental right shall expire and the lease must terminate. The unit owner may petition the Board for up to a twelve (12) month extension of the lease right within two (2) months prior to the expiration of the active lease. The Board may grant such an extension only if the unit owner's circumstances still qualify for a rental right and if there are no other unit owners waiting to rent their units who also qualify for a rental. The Board shall give preference to other unit owners who have not yet been able to rent their units and who otherwise qualify for a rental. If a unit owner is renting his or her unit and then sells or assigns the unit, the new owner of the unit shall be required to apply to the Board to rent the unit.

(f) **Notice to Board; Management.** An owner who has been given Board approval to rent his or her unit shall provide a fully executed copy of the lease, including all amendments and extensions and shall provide current contact information to the Board or its manager for the tenant, the owner, and if the owner is not residing in the Portland area, a local contact person who will be familiar with the lease and able to respond in the event of an emergency. If a property manager is engaged, the owner shall also provide the contact information for such manager to the Board.

(g) **Existing Rentals.** Owners of units which are rented at the time this amendment is recorded shall be permitted to continue renting their units until the current tenant vacates. At such time, a unit owner shall be obligated to apply to the Board for a new rental, as set forth in this Section 6.

(h) **Compliance with Documents; Laws.** Tenants of all owners shall be subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association. Each lease agreement or an addendum thereto shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations and that any failure by a tenant to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws and Rules and Regulations by the owner of the unit being leased at the beginning of the lease term and thereafter with any amendments to such documents. Tenants shall be obligated to sign an acknowledgment attesting to their receipt of the governing documents which signed acknowledgment shall be given to the Board or its manager. An owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such owner's tenant. After giving notice and an opportunity to be heard, owners may be fined or required to evict their tenant for their tenant's noncompliance with any

provision of the Declaration, Bylaws and Rules and Regulations, and such fines and attorney's fees and costs incurred by the Association (whether or not suit or action is filed) shall be collectible as assessments as elsewhere provided in the Bylaws. All lease agreements shall comply with the Oregon Residential Landlord Tenant Act (ORS Chapter 90), the terms of the Fair Housing Act, and all other applicable laws and ordinances.

(i) **Enforcement.** In the event that a tenancy violates any provision of the Declaration, Bylaws or Rules and Regulations of the Condominium, the Association shall have available all remedies arising from the Declaration, Bylaws, Rules and Regulations and Oregon law, including, without limitation, the right to sue for an injunction, for damages and to require the owner to remove the tenant. All enforcement costs and attorney's fees shall be assessed against the violating owner's unit and may be collected through the filing of a lien, money judgment lawsuit or other collection actions.

(j) **Appeals.** If an owner wishes to appeal the Board's decision to deny a rental or to impose fines, the owner shall submit to the Board or its manager a notice of intent to appeal with seven (7) days following the owner's receipt of the Board's decision or action. Once a notice of intent to appeal has been received by the Board, the Board will schedule a meeting within thirty (30) days at which time the owner may present his or her case to the Board and the Board will consider the appeal. The Board's decision on the appeal shall be final and binding on all parties. If the Board chooses to enforce a fine for a rules violation following an appeal, the fine shall become immediately applicable once the Board renders its decision. While a matter is pending appeal, neither the Board or the owner may take further legal action until the appeal hearing has been held."

2. **Effect of Amendment.** Except as specifically set forth herein, the Bylaws remain in full force and effect.

It is hereby certified that the foregoing Amendment has been approved by the requisite percentage of unit owners and will become effective upon its recordation in the official records of Multnomah County, OR.

DATED 11 OCT 2012

ASSOCIATION OF UNIT OWNERS OF  
CREEKSIDE CONDOMINIUM

By:   
Robert H. Wilson, Chairperson

By:   
Ellen Jean, Secretary

STATE OF OREGON

County of Multnomah

)  
) ss.  
)

October 11, 2012

Personally appeared before me the above-named Robert H. Wilson  
and Ellen Jean who, being duly sworn, did say that they are the  
Chairperson and Secretary of the ASSOCIATION OF UNIT OWNERS OF CREEKSIDE  
CONDOMINIUM and that said instrument was signed in behalf of said Association by authority of  
its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Kimberly M. Parries  
Notary Public for Oregon

