

Return to Kete Halstead - Treasurer
Springtree Condominiums
5135 S.W. Oleson Rd.
Port. OR 97225

BY-LAWS OF SPRINGTREE CONDOMINIUM

ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Ownership. The project located on Oleson Road at the 5100 Block, Washington County, State of Oregon, known as Springtree Condominium is submitted to the provisions of O.R.S. 91.505 through 91.675.

Section 2. By-laws Applicability. The provisions of these by-laws are applicable to the project. (The term "project" as used herein shall include the land). The Condominium Policies are legally binding and shall be considered as applicable to the "project" as defined including the land.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these by-laws. It is binding upon the owner to supply a copy of these by-laws and the Policies to any future owners, tenants, or occupants.

The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project, or the mere act of occupancy of any of said units, will signify that these by-laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be based on one vote per unit owned.

Section 2. Majority of Owners. As used in these by-laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with Article II, Section 1.

Section 3. Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "the Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting quarterly and special assessments and arranging for the management of the project pursuant to an agreement containing provisions relating to the duties, obligation, removal

JUN 29 1993

and compensation of a management agent. Except as otherwise provided, decisions and resolutions of the Association will require approval by a majority of owners.

Section 2. Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the last Sunday in January of each year. At such meetings a Board of Directors shall be elected by ballot of the owners in accordance with the requirements of Section 5 of Article IV of these by-laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five but not more than fourteen days prior to such meeting. The delivery of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Association of Owners of units shall be as follows:

- (a) Roll Call and announcement of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Designation of inspectors of election
- (g) Election of Board members
- (h) Unfinished business
- (i) New business

JUN 29 1999

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors, hereafter referred to as "the Board", composed of five persons, all of whom must be owners of record of units in the project.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws directed to be exercised and done by the owner. Any decision of a major impact requires prior notification be given to all owners.

Section 3. Other Duties. In addition to duties imposed by these by-laws or by resolutions of the Association, the Board shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.

(b) Collection of quarterly and special assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board may employ for the Association a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. A Board member or owner may serve as management agent. If a conflict of interest arises, the other Board members shall make a binding decision.

Section 5. Election and Term of Office. Five Board members shall be elected at the annual meeting. Board members shall serve for one year and are eligible for reelection. They will hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Board Members. At any regular or special Association meeting duly called, any one or more of the Board members may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. In addition, upon affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his/her successor elected at any meeting of the Board.

JUN 29 2009

Section 8. Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days of election at such a place as shall be fixed by the Board members at the meeting at which such Board members were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the Board members shall be present.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but no fewer than six such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or e-mail, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three days' notice to each Board member, given personally or by mail, telephone or e-mail, which shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Board members.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

Section 12. Board of Directors' Quorum. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the meeting is adjourned until a later time.

Section 13. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and a Member-at-Large, all of whom shall be elected by and from the Board. All Board members have equal voting rights. The Board members may appoint assistants as necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

JUN 29 1988

Section 3. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the president shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He/she shall have charge of such books and papers as the Board may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board.

Section 7. Member-at-Large. The Member-at-Large shall perform duties as designated by the Board.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments.

All owners are obligated to pay quarterly assessments imposed by the Association to meet all project communal expenses, which include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be divided 1/16th to each unit, with the following exceptions: a) an additional assessment for parking spaces owned in excess of one per unit, and b) an additional utility assessment for each resident in excess of two per unit.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his/her own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his/her failure to so do may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, ceilings, walls, windows,

JUN 29 2003

lamps and all other accessories belonging to the unit area shall be the owner's responsibility and at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and/or facility damaged through his/her fault. The owner responsible for damage will pay the deductible portion of the insurance policy held by the Condominium Association if a claim is filed against the Condominium Association insurance.

(d) Duplicate keys to padlocks on outside storage lockers containing water turn-off taps must be given to the Board. In an emergency, these lockers may be broken into if keys are not in the possession of the Board, and the unit owner(s) will be responsible for repair of damage and/or replacement of broken hinges, padlocks, or doors. A reasonable attempt will be made to secure the locker. However, the owner is responsible for any loss or damage to contents. All storage lockers are to be kept locked at all times for the safety of the contents of the adjoining lockers.

(e) All mail boxes must be kept locked.

Section 3. Use of Condominium Units and Parking Spaces, and Internal Changes.

(a) All residence condominium units shall be utilized for residential purposes only. The maximum occupancy of each unit is 4 people, regardless of age.

(b) Upper level parking spaces shall be used for passenger vehicles only (cars, vans, motorcycles, etc.) Lower level carport spaces may be used for boats or small RVs, provided they do not extend beyond the end of the concrete walls, or obstruct access to storage units.

All vehicles must be parked in designated parking spaces, not at the ends of the driveways, or in other areas of the property.

No parking of oversized recreational vehicles or commercial vehicles or equipment of any kind is permitted anywhere on the condominium property, including designated parking spaces and the frontage on Oleson Road. The condominium property line extends to the white line on the edge of the pavement on Oleson Road.

Residents may rent an unused parking space to other residents. Unused spaces are not to be rented to non-residents.

Residents are not allowed to use guest parking spaces for their own vehicles. Guest spaces are for the use of residents' guests, on a first-come, first-served basis. If a guest will be staying for more than 24 hours, the resident's own parking space or on-street parking should be used. Residents who have unused private spaces are encouraged to have their guests use those spaces.

Vehicle owners are encouraged to give daytime telephone numbers to the Board, so they can be contacted to have vehicles moved when necessary. Neither the Board nor the Association bears responsibility for vehicles damaged while maintenance is performed on the property. Advance notice of the need to move vehicles will be given whenever possible.

(c) Any alternate uses of residential units or parking spaces, (garage sales, bazaars, and the like) must be approved by the Board.

JUN 29 1993

(d) If an owner wishes to make any structural additions, modifications or alterations in his/her unit or installations located therein, he/she must first obtain written approval from the Board. A request for such addition, modification or alteration must be submitted in writing and delivered to the Board. The Board shall have the obligation to answer within forty-five (45) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed addition, modification or alteration. If the request is denied, the owner has the right to appeal to the entire Association.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.

(a) An owner shall not place or cause to be placed in the walkways, stairways, or other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(b) An owner shall permit other owners, or their representative when so required, to enter his/her unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

(a) No resident of the project shall post any advertisement or posters of any kind in windows or on the project except as authorized by the Board.

(b) Residents shall exercise extreme care about making noise or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations and reasonable objections by two other owners will give the Board the right to notify the owner of the pet that he/she has 7 days to correct the situation or remove the animal from the project. Failure to comply with such notice from the Board will incur a fine of \$20.00 per day after the 7 days, plus all costs of enforcement.

(c) It is prohibited to hang garments, rugs, etc. from the windows or from any of the façade of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc. by beating on the exterior part of the project.

(e) Washers, dryers, power tools or other noisy appliances are not to be operated after 10PM or before 8AM.

(f) It is prohibited to dispose of garbage or trash outside the disposal installations provided for such purposes in the service areas. All recyclable materials must be disposed of in the containers provided for such purposes and not put in the garbage cans. Any materials not fitting in garbage cans must be disposed of by the owners at their own expense.

JUN 29 1993

(g) No owner, resident or renter shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude beyond the walls or the roof of the project except as authorized by the Board.

ARTICLE VII

COMMON EXPENSES

Section 1. Manner of Collection. The Board shall appoint one or more persons, responsible to the Board members, who shall submit quarterly to each owner a written statement of the common expenses for the preceding quarter, and the amount for which the owner is liable for the next quarter. Special assessments may be made as needed for payment of additions or repairs to the project, and are subject to a vote by the owners. Each owner shall have ten (10) days in which to pay such fee or assessment, and if not paid within that time, the Board shall take whatever action it deems necessary, consistent with the Declaration and by-laws. A late charge of 10% will be routinely assessed for late assessment and fee payments.

Section 2. Authorization of Common Expenses and Approval of Payments.

(a) A check covering bills for garbage, Unified Sewerage, water, electricity, property maintenance, insurance, tax and tax preparation and other similar recurring common expenses shall be paid upon the approval of the President or the Treasurer.

(b) Non-recurring items of common expense totaling less than fifty dollars (\$50) must be authorized by any two Board members. Checks covering such items may be paid upon the approval of the President and the Treasurer.

(c) Except as provided in subsection (a) of this section, items of common expense totaling fifty (\$50.00) dollars or more, but less than three hundred dollars (\$300.00) must be authorized by a majority of the Board members.

(d) Except as provided in subsection (a) of this section, items of common expense totaling three hundred dollars (\$300.00) or more, must be authorized by an affirmative vote of a majority of the owners.

ARTICLE VIII

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

Section 1. By-laws. These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by 75% of the owners of record.

9

2

2

2

JUN 23 2003

ARTICLE IX
MORTGAGES

Section 1. Notice to Association. An owner who mortgages his/her unit shall notify the Board of the name and address of his/her mortgagee and the Board shall maintain such information in the Association files.

ARTICLE X
COMPLIANCE

These by-laws are set forth to comply with the requirements of ORS 91.505 through 91.675.

In case any of these by-laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

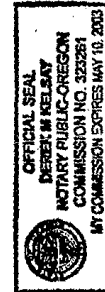
The foregoing are hereby certified to be the by-laws of the Association of Unit Owners of SPRINGTREE CONDOMINIUM.

Dated this 28th day of June 1999.



Springtree Condominium Association
Dorothy J. Coombs
Dorothy J. Coombs, President

Dorothy J. Coombs



STATE OF OREGON

County of Washington

June 28, 1999, 1999.

Personally appeared Dorothy J Coombs who, being duly sworn, did say that she is the president of the Springtree Condominium Association, and that said instrument was signed in behalf of said association by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Derek M. Kelsay
Notary Public for Oregon

My commission expires: May 10, 2003

10

