

**After Recording Return to:**

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**AMENDMENT TO BYLAWS OF  
ASSOCIATION OF UNIT OWNERS OF BRIDGEVIEW CONDOMINIUM**

THIS AMENDMENT TO THE BYLAWS OF ASSOCIATION OF BRIDGEVIEW CONDOMINIUM (the “Amendment”), to be effective upon its recording in Multnomah County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by the members of the Association of Unit Owners of Bridgeview Condominium (the “Association”).

The Bylaws of the Association were recorded as an Exhibit to the Declaration of Condominium Ownership for Bridgeview Condominium and recorded on February 14, 1995, in the Multnomah County records, under Instrument No. 95-17857 (the “Former Bylaws”).

The purpose of this Amendment is to replace and supersede the Former Bylaws of the Association.

Section 9.2 of the Former Bylaws provides that, except for certain matters not relevant to this Amendment, amendments to the Former Bylaws may be adopted by a majority of the unit owners within the Condominium. A majority of the owners at Bridgeview Condominium voted to adopt the following Amendment to the Former Bylaws, which supersedes and replaces the Former Bylaws in their entirety.

**NOW, THEREFORE**, the Bylaws are hereby amended as follows:

**The following Amended Bylaws hereby supersede and replace the Former Bylaws recorded on February 14, 1995.**

**AMENDED BYLAWS OF THE ASSOCIATION OF  
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## ARTICLE 1

### GENERAL PROVISIONS

- 1.1 **Identity.** The Association of Unit Owners of the Bridgeview Condominium (the “Association”), a nonprofit corporation organized under the laws of the State of Oregon, has been organized for the purpose of administering the operation and management of the Bridgeview Condominium (the “Condominium”), in accordance with the terms of these Bylaws. The Condominium was duly established in accordance with the terms of the Oregon Condominium Act (ORS Chapter 100) (the “Act”). The Condominium is located on property in Multnomah County, Oregon, as more particularly described in the Declaration of Bridgeview Condominium (the “Declaration”), recorded on \_\_\_\_\_ in the Multnomah County records as Instrument No. \_\_\_\_\_.
- 1.2 **Principle Office.** The principal office of the Association shall be located at 6750 North Richmond, Portland, Oregon 97203 or such other address as may be designated by the Association.
- 1.3 **Applicability.** All present or future owners, tenants or occupants of any unit; and their respective agents, servants, invitees, licensees, and employees that use the Condominium, or any part thereof, or any other person that might use the facilities of the Condominium in any manner, are subject to these Bylaws and the Rules and Regulations. The acquisition, occupancy, or rental of any of the units of the Condominium or the mere act of occupancy of any such units will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.
- 1.4 **Definitions.** Except as otherwise provided below, the terms herein shall have the meaning set forth in the Act as supplemented by the Declaration, and said statute and definitions are incorporated herein by reference.

## ARTICLE 2

### ASSOCIATION MEMBERSHIP; VOTING, MAJORITY OF OWNERS; QUORUM; PROXIES

- 2.1 **Membership in the Association.** On recordation of a conveyance or contract to convey a unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association and shall remain a member of the Association until such person’s ownership ceases for any reason. For all purposes of the Declaration and the administration of the Condominium, unit ownership shall be determined on the basis of the records maintained by the Association. The record shall be established by the unit owner filing with the Association a copy of the deed to or land sale contract for his unit, to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as a unit owner unless a copy of the deed or contract

showing him to be the current owner or contract purchaser of a unit has been filed with the Association as provided above.

- 2.2 **Voting.** The owner or group of owners of each unit shall be entitled to one vote per unit. All owners, including those who have leased their premises to a third party, shall be entitled to vote. If an owner is in default for payment of assessments or other charges under these Bylaws, the Declaration, or the Rules and Regulations for 60 consecutive days or more, the owners' voting rights shall be suspended until such delinquencies are paid in full, including any interest, penalties or late charges due for such delinquency.
- 2.3 **Majority of Owners.** As used in these Bylaws, the term majority of owners shall mean those owners holding over 50% of the voting rights allocated to the unit owners in accordance with the Declaration and Section 2.2 of these Bylaws. Majority of owners present shall mean owners holding over 50% of the votes present at any legal meeting as defined in Section 2.7 of these Bylaws.
- 2.4 **Quorum of Unit Owners.** Except as otherwise provided in these Bylaws, at any meeting of the Association, members holding fifty percent (50%) of the voting rights, present in person, by proxy, or by ballot, shall constitute a quorum. When a quorum is present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person, or by proxy or ballot, may adjourn the meeting until a quorum is present.
- 2.5 **Proxies; Ballots.** Votes may be cast in person, by proxy, or by written ballot. Proxies must be filed with the secretary of the Association (the "Secretary") before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. In the sole discretion of the Board of Directors, a meeting of the Association may be held by ballot rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and/or to pass the proposal(s) specifically propounded on the ballot. Procedures for meetings by ballot shall comply with the Act and Section 3.6 of these Bylaws. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.
- 2.6 **Fiduciaries and Joint Owners.** An executor, administrator, guardian, or trustee may vote, in person, by proxy or by ballot, at any meeting of the Association with respect to any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name; provided, that he or she shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of such disagreement and such protest, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

- 2.7 ***Actions by Association; Legal Meeting.*** Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws, the Act, or the Oregon Nonprofit Corporation Act, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. For purposes of these Bylaws, a legal meeting is one duly called pursuant to these Bylaws at which a quorum is present in person or by proxy, or at a ballot meeting where the number of owners casting written ballots constitutes a quorum.

## ARTICLE 3

### ADMINISTRATION

- 3.1 ***Association Responsibilities.*** The owners of the units constitute the members of the Association which, through its Board of Directors, has the responsibility of administering the Condominium, approving the annual budget, establishing and collecting assessments, and arranging for the operation, management, and maintenance of the Condominium, including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters. The Association has been incorporated as an Oregon nonprofit corporation.
- 3.2 ***Place of Meetings.*** Formal meetings of the Association shall be held at the principal office of the Condominium or such other place that is convenient to the owners as may be designated by the Board of Directors. The outcome of a ballot meeting shall be determined by the Board of Directors within 48 hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within 48 hours of the postponed date. Each unit owner shall be notified within 10 days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.
- 3.3 ***Annual Meetings.*** The annual meetings of the Association shall be held in January or February at such date and time as the chairman may designate, or if the chairman should fail to designate such date by the first day of February, then on the last Tuesday in February. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.
- 3.4 ***Special Meetings.*** Special meetings of the Association may be called by the chairperson of the Association (“Chairperson”), a majority of the Board of Directors, or on the presentation to the Secretary of a petition signed by 30% of the unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. Business transacted at a special meeting shall be confined to the purposes stated in the notice, unless by consent of all unit owners or as otherwise set forth in these Bylaws.
- 3.5 ***Notice of Meetings.*** The Secretary shall email, mail or personally deliver a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least 10, but not more than 50, days before



such meeting or the date when ballots for a ballot meeting are required to be returned. The Secretary shall email, mail or hand-deliver written ballots for ballot meetings to each owner of record not less than 20 days before the date on which such ballots must be received by the Association in order to be counted. Notice of meeting may be waived by any unit owner before or after a meeting. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

3.6 **Ballot Meetings.** At the discretion of the Board of Directors, any action that may be taken at any annual or special meeting of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide owners with at least 10 days' notice as required by ORS 100.425(2)(b) before written ballots are mailed or otherwise delivered. If, at least three days before written ballots are scheduled to be mailed or otherwise distributed, at least 10% of the owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner, and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.7 **Order of Business.** The order of business at annual meetings of the Association shall be:

- (a) Roll call and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of the preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

## ARTICLE 4

### BOARD OF DIRECTORS

- 4.1 ***Number and Qualification.*** The affairs of the Association shall be governed by a Board of Directors composed of two (2) to five (5) persons, each of whom must be an owner or a co-owner of a unit. Provided, however, that if a unit is owned by more than one owner, only one owner of that unit may serve on the Board of Directors at any one time. An officer or employee of a corporation, a trustee of a trust, a personal representative of an estate, or an employee of a trust or estate may serve on the Board of Directors if such corporation, trust, or estate owns a unit.
- 4.2 ***Powers and Duties.*** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association as provided by the Act and may do all acts in furtherance of and pursuant to such powers and duties, except acts that by or under law, the Declaration, or these Bylaws may not be performed by the Board of Directors or delegated to the Board of Directors by the owners. The Board of Directors shall be governed by ORS 100.417 and applicable provisions of ORS 65.357, 65.361, 65.367, 65.369 and 65.377. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operation, care, upkeep, maintenance, repair and replacement of the general and limited common elements;
  - (b) Establishing and maintaining a current mailing address for the Association;
  - (c) Establishing and maintaining replacement reserve accounts and other reserves, as required by the Oregon Condominium Act or these Bylaws and such other reserve accounts as are permitted by these Bylaws;
  - (d) Adoption of a budget for the Association, and assessment and collection of the common expenses;
  - (e) Designating and collecting regular and special assessments from the owners, in accordance with these Bylaws, the Declaration, and the Oregon Condominium Act;
  - (f) Employment, designation, and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the Condominium, the general common elements, and the limited common elements;
  - (g) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$5,000.00 for any specific matter unless the unit owners have enacted a resolution authorizing the incurring of such

fees by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association and the Board of Directors from claims or litigation brought against them.

- (h) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (i) Preparing or causing to be prepared and filed any required tax returns or forms for the Association;
- (j) Purchasing units of the Condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws;
- (k) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the Condominium acquired by the Association or its designee on behalf of all the unit owners;
- (l) Obtaining and maintaining insurance policies and paying premiums therefor out of the common expense funds with respect to both the common elements and individual units as more specifically provided in Article 9 of these Bylaws;
- (m) Making repairs, additions and improvements to, or alterations of, the Condominium and repairs to and restoration of the Condominium in accordance with these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or settlement under the threat thereof;
- (n) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$5,000.00 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph (a) above.
- (o) Designating one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the Board of Directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the Board of Directors.
- (p) Causing the Association to comply with ORS 100.480 relating to maintenance within the State of Oregon of documents previously delivered to the Association by Declarant, depositing all assessments in a separate bank account in the name of

the Association, payment of all expenses of the Association from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association Rules and Regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 100.480(7).

- (q) Causing the preparation and distribution of annual financial statements of the Condominium to each of the unit owners as more specifically provided in Article 12 of these Bylaws
- (r) Causing the Association to file an Annual Report with the Oregon Real Estate Agency, as provided in ORS 100.250 and ORS 100.260.
- (s) Adopting and amending administrative rules and regulations governing the details of operation and use of the common elements and the units and the administration of the Association (the "Rules and Regulations"), as further discussed in Section 7.16 of these Bylaws, including (i) adopting a fine schedule for violations of these Bylaws, the Declaration, and/or the Rules and Regulations; (ii) after giving written notice and an opportunity to be heard, levying reasonable fines, late charges and/or interest against the owners for violations of the Declaration, these Bylaws, and/or the Rules and Regulations; and (iii) exercising any other rights or remedies provided for in the foregoing documents based on a resolution of the Board of Directors that is emailed, mailed or personally delivered to each unit owner; and
- (t) Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws, and the Rules and Regulations.

4.3 ***Managing Agent or Manager.*** On behalf of the Association, the Board of Directors may employ or contract for a managing agent or manager at a compensation to be established by the Board of Directors. The Board of Directors may delegate to the managing agent or manager such duties and powers as the Board of Directors may authorize. In the absence of such appointment, the Board of Directors shall act as manager.

4.4 ***Regular and Special Meetings.*** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the Board of Directors may be called by the Chairman and must be called by the Secretary at the written request of at least two Directors. Notice of any special meeting shall be given to each director, personally or by email, telephone or mail least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting.

- 4.5 ***Board of Directors' Quorum.*** At all meetings of the Board of Directors, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors shall be the acts of the Board of Directors. Any Director may participate in the meetings via telephone, which shall qualify as part of the majority for quorum purposes. A majority of those present may adjourn a meeting of the Board of Directors at which less than a quorum is present.
- 4.6 ***Open Meetings.*** Except as provided in Section 4.7 of these Bylaws, all meetings of the Board of Directors shall be open to all members of the Association. No Association member shall have a right to participate in the Board of Directors' meetings unless such member is also a member of the Board of Directors. The Chairperson shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.
- 4.7 ***Executive Session.*** At the discretion of the Board, the following matters may be considered in executive sessions:
- (a) Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;
  - (b) Personnel matters, including salary negotiations and employee discipline;
  - (c) Negotiations of contracts with third parties;
  - (d) Collection of assessments; and
  - (e) Any other matters for which the Act permits.

Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer of the Board of Directors shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board of Directors, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

- 4.8 ***Notice to Association Members of Board of Directors' Meetings.*** For other than emergency meetings, notice of Board of Directors' meetings shall be posted at a place on the Condominium property at least three days before the meeting or notice otherwise shall be provided to each member of the Association in a manner that is reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the unit owners.
- 4.9 ***Emergency Meetings.*** In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or

Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least 50% of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

- 4.10 ***Compensation of Directors.*** No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by a majority vote of the unit owners.
- 4.11 ***Liability and Indemnification of Directors, Officers, Manager or Managing Agent.*** To the fullest extent authorized by law and the Articles, and as further discuss in Article 13 of these Bylaws, the personal liability of each Director to the Association or its owners for monetary damages for conduct as a Director shall be eliminated. Each Director and officer and the manager or managing agent, if any, shall be indemnified and held harmless by the Association, to the fullest extent permitted by law, from and against all expenses and liabilities, including attorney fees, reasonably incurred or imposed upon such person in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having been a Director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof. The foregoing rights of indemnification shall be in addition to and not exclusive of any and all other rights conferred on such persons under any agreement, vote of the owners, or otherwise.
- 4.12 ***Insurance.*** The Board of Directors shall comply with the insurance requirements contained in Article 9 of these Bylaws. In addition, the Board of Directors, in its discretion, may (i) obtain such other insurance as it deems necessary to protect the interests of the Association, the Board of Directors, or the owners and (ii) set minimum insurance requirements for the unit owners.

## ARTICLE 5

### OFFICERS

- 5.1 ***Designation.*** The principal officers of the Association shall be a chairperson, a secretary, and a treasurer, all of whom shall be elected by the Directors. The Directors may appoint a vice chairperson, an assistant treasurer, an assistant secretary and any such other officers as in their judgment may be necessary.
- 5.2 ***Election of Officers.*** The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new Board or any Board meeting thereafter and shall hold office at the pleasure of the Board.
- 5.3 ***Removal of Officers.*** On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and the officer's successor shall be elected at any regular or special meeting of the Board of Directors.

- 5.4 **Chairperson.** The Chairperson shall be the chief executive officer of the Association. The Chairperson shall preside at all meetings of the Association and of the Board of Directors. The Chairperson shall have all of the general powers and duties that are usually vested in the office of president of an association, including (i) the power to appoint committees from among the owners to assist in the conduct of the affairs of the Association and (ii) to carry out the responsibilities of his or her office in the best interest of the Association, including taking any reasonable action as is allowed under the Act, these Bylaws, and otherwise at law in furtherance thereof.
- 5.5 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the minutes of all meetings of the Association. He or she shall attend to the giving and serving of all notices to the unit owners and Directors and other notices required by law. The Secretary shall keep the records of the Association, except for those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the Chairperson. In addition, the Secretary shall act as vice chairperson, taking the place of the Chairperson and performing the Chairperson's duties whenever the Chairperson is absent or unable to act, unless the Directors have appointed another vice chairperson.
- 5.6 **Treasurer.** The treasurer of the Association ("Treasurer") shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 of Directors.
- 5.7 **Directors as Officers.** Any Director may be an officer of the Association.
- 5.8 **Compensation of Officers.** No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The Board of Directors may fix any compensation to be paid to any officers who are not also Directors.
- 5.9 **Execution of Instruments.** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the Chairperson. All checks shall be signed by the treasurer, or in the absence or disability of the treasurer, by the Chairperson or any duly elected assistant treasurer.

## ARTICLE 6

### BUDGET, EXPENSES AND ASSESSMENTS

- 6.1 ***Budget.*** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis.
- 6.2 ***Determination of Common Expenses.*** Common expenses shall include:
- (a) Expenses of administration.
  - (b) Expenses of maintenance, repair or replacement of common elements or any other portions of the Condominium required to be maintained by the Association pursuant to the Declaration or these Bylaws.
  - (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
  - (d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
  - (e) Reserve for replacements and deferred maintenance.
  - (f) Any deficit in common expenses for any prior period.
  - (g) Utilities for the common elements and other utilities with a common meter or commonly billed, such as trash collection, water and sewer.
  - (h) Any other items properly chargeable as an expense of the Association.
- 6.3 ***Assessment of Common Expenses.***
- (a) **Obligation to pay.** All unit owners shall be obligated to pay common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws, the Declaration, the Act, and/or the Rules and Regulations. Assessments may not be waived due to limited or nonuse of the common elements, and no unit owner may offset amounts owing or claimed to be owing by the Association to the unit owner against such unit owner's obligation to pay assessments. The Board of Directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment, including pursuant to Section 6.6 of these Bylaws.



#### 6.4 ***Special or Extraordinary Assessments***

(a) Special Assessments for Capital Improvements. In the case of any duly authorized capital improvement to the common elements, the Board of Directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution.

(b) Other Special or Extraordinary Assessments. In the event the Board of Directors determines that the assessments established upon adoption of the budget as provided in Section 6.1 of these Bylaws will be insufficient to pay the common expenses, or the Board of Directors determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the Board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration, and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the Board of Directors.

6.5 ***Reserve Account.*** A reserve account shall be maintained for the purpose of effecting replacements of structural elements, mechanical equipment, exterior painting, and other common elements of the Condominium which will normally require replacement in more than three years and less than 30 years. Payment into this account shall be deemed a contribution to capital improvement as and when made. Such reserve account is funded by assessments against the individual units assessed for maintenance of the items for which the reserve account is being established, which sums shall be included in the regular monthly assessment for the unit. The Board of Directors annually shall review the common elements to determine the reserve account requirements. The reserve account need not include items that could reasonably be funded from operating assessments.

Except as otherwise provided in the Oregon Condominium Act, the reserve account shall be used only for maintenance, repair, and replacement of common elements for which reserves have been established and shall be kept separate from other accounts.

6.6 ***Defaulting Payment of Assessments.*** The failure of an owner to pay any assessment of the Association shall be a default by such owner of the owner's obligations pursuant to these Bylaws and the Act and, in addition to the Association's other remedies provided in the Declaration or otherwise at law, these Bylaws shall entitle the Association to declare the balance of such owner's annual assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments at such rate as may be set by the Board of Directors from time to time not to exceed the lower of 18% per annum or the highest rate permitted by applicable law. Before a change in the interest rate charged on delinquent assessments, the Board of Directors shall give 30 days' written notice to all owners.

In addition, the Board, at its option, may impose a late charge penalty for any assessment not paid within ten (10) days of its due date in an amount not exceeding the sum of 25%

of the delinquent assessment, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom).

The Association shall be entitled to a lien that may be enforced on compliance with the provisions of ORS 100.450. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his unit or shall be entitled to the appointment of a receiver pursuant to ORS 100.460. Liability for all assessments, fines, charges, interest, fees (including attorney fees, whether or not a suit or an action is commenced), and other sums owing by the unit owner pursuant to the Declaration, these Bylaws, the Act, and the Rules and Regulations shall be the personal obligation of the unit owner and may be enforced by suit for a money judgment, in addition to all other remedies of the Association. Any default by the owner in any provisions of these Bylaws or of the Act shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the unit is subject. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid assessments shall be maintainable without foreclosing the liens securing the same.

- 6.7 ***Voluntary Conveyance.*** In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser the Board of Directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit, and the grantee in that case shall not be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement.
- 6.8 ***Statement of Assessments.*** The Board of Directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested, to their mortgagees. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments

## ARTICLE 7

### OCCUPATION AND USE

- 7.1 ***Residential Use.*** No commercial activities of any kind shall be carried on in any unit or in any other portion of the Condominium without the consent of the Board of Directors of the Association or manager, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from using his unit as a "home office," including maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling

his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such owner's unit.

7.2 ***Use of Common Elements.*** The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

7.3 ***Alterations to Units.***

(a) No owner shall make structural alterations or installations in his or her unit without previously notifying the Association in writing. The Board of Directors shall approve the change unless it determines within 45 days that the proposed change will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. The Board of Directors may require the unit owner, at such owner's expense, to submit an opinion of a registered architect or registered professional engineer that the proposed change will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. Provided, however, that nothing herein contained shall waive or limit an owner's obligation to comply with the provisions of ORS 100.535.

(b) A unit owner shall make no repair or alteration or perform any other work on such owner's unit that would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament or increase the common expenses of the Association unless the consent of all the other unit owners affected is first obtained.

(d) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without permission of the Board of Directors.

7.4 ***Animals/Pets.*** No animals or fowls shall be raised, kept or permitted within the Condominium or any part thereof, except domestic dogs, cats, or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of wastes of their animals. All dogs shall be carried or kept on a leash while outside a unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. A unit owner may be required to remove a pet upon receipt of the third notice in writing from the Board of Directors of violations of any rule, regulation or restriction governing pets within the Condominium.

7.5 ***Leasing/Renting Units.*** No unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes, or for a period of less than 30 days, except for when an owner remains in occupancy of at least a portion of his or her unit. All leases or rentals shall be by written lease agreement, which

shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, these Bylaws, and the Rules and Regulations, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, these Bylaws, or the Rules and Regulations, the Board may require the unit owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent such owner's unit.

- 7.6 **Parking.** The parking spaces designated as general or limited common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules as may be necessary to govern the use of any general or any limited common element parking areas by which all owners and other users shall be bound. Provided, however, that no such rule shall prohibit, restrict, or change a parking assignment without the written consent of the owner of the unit to which such assignment or right pertains.
- 7.7 **Recreational Vehicles.** Except with the consent of the Board of Directors or the manager, no trailer, truck camper, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the Condominium.
- 7.8 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on in any unit nor shall anything be done in or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the Condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- 7.9 **Exterior Lighting; Noisemaking Devices; Antennae.** Except with the consent of the Board of Directors or the manager, no exterior lighting or noisemaking devices shall be installed or maintained on any unit and no antennas or transmitting towers shall be affixed to the general or limited common elements.
- 7.10 **Windows, Decks, Patios and Outside Walls.** In order to preserve the attractive appearance of the Condominium the Board of Directors or the manager may regulate the nature of items which may be placed in or on windows, decks, patios, and the outside walls so as to be visible from other units, the common elements, or outside the Condominium. Garments, rugs, laundry and other similar items may not be hung from windows, facades, decks or patios.
- 7.11 **Signs.** Unless written approval is first obtained from the Board of Directors, no sign of any kind shall be displayed to the public view on or from any unit or the common elements.
- 7.12 **Trash.** No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage,

trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in the designated areas.

- 7.13 **Insurance Risk.** Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements. No owner shall permit anything to be done or kept in his or her unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.
- 7.14 **Association Rules and Regulations.** In addition to the foregoing requirements, and as set forth in Section 4.2(s) of these Bylaws, the Board of Directors from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the units and the Common Elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium. Any such Rules and Regulations may be amended, modified or revoked by the owners in the same manner as these Bylaws. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be emailed, mailed or personally delivered to each unit owner by the Board of Directors promptly and shall be binding upon all owners and occupants of all units from the date of delivery.
- 7.15 **Compliance.** Each owner shall comply and shall require all residents, servants, invitees, employees and visitors to his or her unit to comply with the Act, the Declaration, these Bylaws, and the Rules and Regulations.
- 7.16 **Fines/Penalties.** The Board of Directors may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these Bylaws, the Act, and the Rules and Regulations, provided that fines levied are based on a schedule previously adopted by Board resolution that is emailed, mailed or personally delivered to each unit owner.

In addition, the violation of any provision of the Declaration, these Bylaws, the Act, or the Rules and Regulations shall give the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws, to do any or all of the following after giving notice and an opportunity to be heard:

- (a) to enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished;
- (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings; or
- (c) to deny or restrict such owner's right to use any common element facility

with respect to which such owner otherwise had a right of use until the correction of the violation has occurred.

## ARTICLE 8

### MAINTENANCE AND REPAIR

- 8.1 **Units.** All maintenance of and repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of his unit. In addition, each unit owner shall be responsible for the maintenance, repair, or replacement of windows and doors and the forced air furnace, any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in or connected with such owner's unit. The Association, however, may repair or replace, at the Association's expense, portions of units to the extent reasonably necessary for the preservation of the common elements in good condition and working order.
- 8.2 **Common Elements.** All maintenance, repairs and replacements to the general and limited common elements shall be made by the Association and shall be charged to all the unit owners as a common expense. Each unit owner, however, shall keep the limited common elements which pertain to such owner's unit in a neat, clean and sanitary condition.

## ARTICLE 9

### INSURANCE

- 9.1 **Types of Insurance.** For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:
- 9.1.1 **Property Damage Insurance**
- (a) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable. The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the units and common elements (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent (1%) of the policy amount.
- (b) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common elements and all personal property and supplies belonging to the Association, together with all fixtures, improvements

and alterations comprising a part of each unit and cooking ranges and dishwashers contained within units.

- (c) Such policy or policies shall name the Association as insured, and shall provide for loss payable in favor of the Association, as a trustee for each unit owner and each such unit owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) which is commonly accepted by institutional mortgage investors in Oregon.

#### 9.1.2 Liability Insurance.

- (a) The Association shall maintain comprehensive general liability insurance coverage insuring the Association, the Board of Directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incident to the operation, maintenance, ownership or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omission of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.
- (b) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

9.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

9.1.4 Directors' and Officers' Liability Insurance. The Association shall maintain directors' and officers' liability insurance, if the Board of Directors deems such to be appropriate.

9.2 ***Other Insurance Requirements.*** Insurance obtained by the Association shall be governed by the following requirements:

- (a) All policies shall be written with companies licensed in the State of Oregon or a company domiciled in the United States and licensed to do business in the State of Oregon and holding a Best Issuer Credit Rating of A ("Excellent") or better.

- (b) All losses under policies hereafter in force placed by the Association regarding the Condominium shall be settled exclusively by the Board of Directors or its authorized representative. The Board of Directors may give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided, however, that the Board of Directors may, in writing, authorize an owner to adjust any loss to his unit or units.
- (c) Any owner who obtains individual insurance policies covering any portion of the Condominium other than his personal property and fixtures shall file a copy of such individual policy or policies with the Association within 30 days after the purchase of such insurance.
- (d) Each owner must inform the Board of Directors of the value of structural alterations or installations made to his or her unit in excess of \$500.00 so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall waive or limit an owner's obligations to comply with Section 7.3 of these Bylaws and the provisions of ORS 100.535.

9.3 ***Optional Insurance Provisions.*** The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

- (a) A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the manager, the owners and their respective servants, agents, household members, and guests, except for arson and fraud.
- (b) A waiver of the insurer's right to determine whether the damage should be repaired. If reasonably available, the policy or policies should contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause, to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild.
- (c) A provision that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual owners.
- (d) A provision that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.
- (e) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies and not otherwise prevent such individual policies from providing coverage for damage to units or common elements.



- (f) Waivers of any defense based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of or by any insured.
- (g) A provision that any insurance trust agreement will be recognized.
- (h) If reasonably available, the insurance policies shall include Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).
- (i) Flood Insurance, if the Condominium is in a Special Flood Hazard Area.

9.4 ***Unit Owners' Insurance.*** Each unit owner shall be responsible for obtaining, at the unit owner's expense, insurance covering his or her property not insured under Section 9.1.1 of these Bylaws and against his or liability not covered under Section 9.1.2 of these Bylaws. In addition, the Board may require each unit owner to obtain and maintain such other insurance coverage as the Board may reasonably deem necessary from time to time, and to file a copy of said policies with the Association.

## **ARTICLE 10**

### **CONDEMNATION**

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the Condominium and shall assist any unit owner whose unit or a part thereof, is the subject of any condemnation or eminent domain proceeding. Provided, however, that nothing in this or any document or agreement relating to the Condominium shall be construed to give a unit owner or any party priority over the rights of the first mortgagees of any Condominium units in the case of a distribution to the unit owner of any such condemnation awards for losses to or a taking of a unit and/or the common elements. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the unit owners and their mortgage holders as their interest may appear. The Board of Directors shall distribute the proceeds of any such award or settlement on a reasonable and equitable basis among the unit owners.

## **ARTICLE 11**

### **AMENDMENTS TO BYLAWS**

11.1 ***How Proposed.*** Amendments to the bylaws shall be proposed by either a majority of the Board of Directors or by unit owners holding thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice

of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

- 11.2 **Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by unit owners holding a majority of the voting rights and by mortgagees to the extent required by the Declaration, except that any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding seventy-five percent (75%) of the voting rights.
- 11.3 **Execution and Recording.** An amendment shall not be effective until certified by the Chairperson and Secretary as being adopted in accordance with these Bylaws and the provisions of the Act and recorded as required by law.

## ARTICLE 12

### RECORDS AND AUDITS

- 12.1 **General Records.** The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors, and minutes of the meetings of the Association as required by ORS 100.480. The Board of Directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of units insofar as those names have been provided to the Board by the owner or mortgagee. The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations and policies adopted by the Association, Board of Directors, and the manager. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.
- 12.2 **Financial Records.** The Board of Directors or its designee shall keep financial records sufficient for proper accounting purposes.
- 12.3 **Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid on the account, and the balance due on the assessments.
- 12.4 **Payment of Vouchers.** The Treasurer shall pay all vouchers for (i) all budgeted items and (ii) any nonbudgeted items up to \$1,000.00 signed by the Chairperson, managing agent, manager or other person authorized by the Board of Directors. Any voucher for nonbudgeted items in excess of \$1,000.00 shall require the authorization of the Chairperson. Any checks written on reserve accounts must be signed by two members of the Board of Directors.

- 12.5 **Reports and Audits.** The Board of Directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all unit owners within 90 days after the end of each fiscal year. At any time and at his or her own expense, any owner or mortgagee may cause an audit or inspection to be made of the books and records of the Association.
- 12.6 **Notice of Sale, Mortgage, Rental, or Lease.** Immediately on the sale, mortgage, rental, or lease of any unit, the unit owner shall promptly inform the Secretary or manager of the name and address of such purchaser, vendee, mortgagee, lessee, or tenant.
- 12.7 **Annual Report.** The Board of Directors shall cause an Annual Report, including any amendments, to be filed with the Oregon Real Estate Agency, pursuant to the provisions of ORS 100.250 and ORS 100.260.

## **ARTICLE 13**

### **COMPLIANCE**

These Bylaws are intended to comply with the provisions of the Oregon Condominium Act, which are incorporated herein, and to supplement the provisions of the Condominium Declaration. If any of the provisions herein conflict with the provisions of the Act, the statutory provisions shall apply. If any of the provisions herein conflict with the provisions of the Declaration, the provisions of the Declaration shall apply.

## **ARTICLE 14**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS**

The Association shall indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the act that the person is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such suit, action, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which the person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or

proceedings, had reasonable cause to believe that his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to be reimbursed, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent shall have a right of contribution over and against all other Directors, officers, employees, or agents and members of the Association who participated with or benefited from the acts which created said liability.

## ARTICLE 15

### ASSESSMENT AND FINE COLLECTION COSTS; ENFORCEMENT SUITS AND ACTIONS

Whether or not suit or action is commenced, unit owners shall be obliged to pay reasonable fees and costs, including, but not limited to, attorney fees (whether or not suit or action is commenced) incurred in connection with efforts to collect delinquent and unpaid assessments, fines, and enforcement of the Declaration, these Bylaws, the Act, and/or the Rules and Regulations. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines, and interest imposed pursuant to ORS 100.405(4)(j)-(L).

If suit or action is commenced by the Board of Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Declaration, these Bylaws, the Act, and/or the Rules and Regulations, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of that suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

## ARTICLE 16

### MISCELLANEOUS

- 16.1 **Notices.** All notices to the Association or to the Board of Directors shall be sent to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent or delivered to the unit owner as follows: (i) by email to the email address designated in writing by the owner; (ii) by mail to the mailing address designated in writing by the owner; (iii) by mail to the mailing address of the unit; or (iv) by personal delivery to the unit.
- 16.2 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 16.3 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of

these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

16.4 **Liability Survives Termination.** The sale or other disposition of a unit shall not relieve or release any former owner from any liability or obligation incurred or in any way connected to such ownership, nor shall such termination impair any rights or remedies that the Association may have against such former owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

**EFFECT OF AMENDMENT**

Except as otherwise expressly provided in this document, each of the provisions of the Declaration will remain in full force and effect. The foregoing Bylaws hereby supersede and replace the Former Bylaws recorded on February 14, 1995 under Instrument No. 95-17857.

The undersigned Chairperson and Secretary of the Association of Unit Owners of Bridgeview Condominium hereby certify this \_\_\_\_\_ day of \_\_\_\_\_, 2013, that unit owners holding 51% of the voting power of the Association have approved the foregoing Amendments to the Bylaws.

**ASSOCIATION OF UNIT OWNERS  
OF BRIDGEVIEW CONDOMINIUM**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Secretary

STATE OF OREGON            )  
  ) ss:  
County of Multnomah        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
  ) ss:  
County of Multnomah        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon