

After Recording Return to:

Don Ledbetter, Resident Manager
Association of Unit Owners of Bridgeview Condominium
6750 N Richmond Ave
Portland, OR 97203



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

RECITALS

THIS SECOND AMENDMENT TO THE BYLAWS OF ASSOCIATION OF BRIDGEVIEW CONDOMINIUM (the "Second Amendment"), to be effective upon its recording in Multnomah County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made this 13th day of MAY, 2015, by the members of the Association of Unit Owners of Bridgeview Condominium (the "Association").

The Bylaws of the Association (the "Bylaws") were recorded on 10/29/2013 in the Multnomah County records as Instrument No. 2013-143189 as an Amendment to replace and supersede the Former Bylaws of the Association that were recorded as an exhibit to the Declaration of Condominium ownership for Bridgeview Condominium recorded on February 14, 1995, in the Multnomah County records as Instrument No. 95-17857

The purpose of the Second Amendment is to modify the provisions of the Bylaws concerning Alteration of Units and Rental of Units.

AMENDMENTS

Article 7, Section 7.3, as well as any amendments thereto, is hereby deleted and replaced with the following:

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.

(c) A unit owner may not change the flooring within a unit without permission of the Board of Directors. Any change in the flooring within any unit must result in the installation of no less than the sound transference values of the original 1996 construction. The units were originally constructed with carpeting and padding in all portions of the unit with the exception of the entry, kitchen, and bathrooms.

(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.

Article 7, Section 7.5, as well as any amendments thereto, is hereby deleted and replaced with the following:

7.5 Rental of Units.

- 7.5.1 Definitions. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 7.5. "Lease," "Leasing," "Rent" or "Renting" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term, in exchange for the payment of Rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.
- 7.5.2 Rental Restriction. Following the adoption of this amendment, no transactions shall be permitted that would cause any person to own more than ten percent (10%) of the total Units. No Unit Owner may Lease/Rent his/her Unit (1) without prior written notice to the Board or management designee and written confirmation that such rental would not exceed the limits set out in the Bylaw amendment, and (2) without a written Lease/Rental Agreement which conforms with the current applicable Oregon statutes.
- 7.5.3, Limitation on Number of Rental Units Except in the event of a hardship, as defined below, the maximum number of Units that may be Leased/Rented shall not exceed eight (8) Units. Occupancy shall be limited to five (5) persons consisting of the tenants, their household members listed on the Lease/Rental Agreement, and guests (guests are defined as those staying fourteen (14) days or less. Those staying longer than fourteen (14) days are considered residents and must be listed with the Owner and management. After the date this Amendment is recorded, it shall apply to all current and future owners. "Owner-Occupied" shall mean any period during which the Unit is occupied by an Owner or an Owner's spouse or domestic partner, children/grandchildren, or parents/grandparents or siblings as a primary or secondary residence and no Rent is charged to such occupants.
- 7.5.4 Hardship. If the eight (8) Unit threshold set forth in Subsection 7.5.2 has already been reached, a Unit Owner may apply to the Board for a hardship-based exception to the eight (8) Unit threshold; provided, however, that no hardship-based exception shall be granted if doing so causes the non-Owner occupancy rate in the Condominium to exceed nine (9) Units. The following situations may be considered for hardship-based exceptions: (1) if the Unit Owner or his/her spouse relocates for work or educational purposes; (2) if the Unit Owner is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness; (3) if the Unit Owner is called to active military service; (4) if a Unit Owner or his/her spouse dies, (5) or any other situation which the Board determines to be a hardship solely in the Board's discretion. The Board may then grant such exception only if doing so would not cause the number of tenant-occupied Units to exceed nine (9) Units. A hardship exemption is not self-renewing and shall not exceed a one (1) year term without Board approval.

7.5.5 Procedure. Prior to entering into any Lease/Rental Agreement, a Unit Owner shall notify management or the Board in writing of his/her intent to Lease/Rent such Owner's Unit. Within five (5) business days of such notification, the management or Board shall advise the Owner in writing of whether such proposed tenancy would or would not exceed the eight (8) Unit maximum and, if it would exceed such restriction, the Board shall place the Owner on a waiting list and shall notify such Owner when such Owner's Unit may be Rented. Provided, however, an Owner on the waiting list may apply for a hardship exemption if such Owner believes the circumstances are appropriate for such an exemption. Any potential tenant must be professionally screened by the Unit Owner and the Unit Owner shall provide evidence of a credit check, a criminal background check, and previous rental history to the Board.

7.5.6 Duration. Once a Unit Owner is notified by the Board that his/her Unit may be Rented, such Owner shall screen potential renters and shall enter into a written Lease or Rental Agreement with a tenant within ninety (90) days from the date of such notice, which period may be extended by the Board for good cause. A copy of the Lease or Rental Agreement shall be provided to the board. If a notified Owner has not entered into a Lease/Rental Agreement within such period, the Board shall place the Owner at the end of the waiting list and shall notify the next Owner on such list that he/she may Rent his/her Unit.

If following the termination or expiration of a tenancy, the Unit remains unrented for any period exceeding ninety (90) days and an extension has not been granted by the Board or if the Unit becomes Owner-Occupied for a period exceeding thirty (30) days, the Owner may no longer rent the Unit and shall reapply to the Board.

New owners must reside as owner occupants for 2 years before becoming eligible to rent his/her Unit.

If a Unit Owner is renting his/her Unit and then sells or transfers the Unit, the new Owner may delay occupancy until the expiration of the current tenant's Lease or Rental Agreement. Any existing contract may not be renewed and must be terminated at the earliest possible opportunity, consistent with applicable Oregon statutes.

7.5.7 Notice to Board; Management. A Unit Owner who has been given Board approval to Rent his/her Unit shall provide current contact information for the tenant, the Unit Owner, and if the Unit Owner is not residing in the Portland-metro area, a local contact person who will be familiar with the Lease/Rental Agreement and able to respond in the event of an emergency. A Unit Owner Renting his/her Unit is encouraged, but not required, to have the tenancy managed by a professional property manager. If a property manager is engaged, the Unit Owner shall also provide the contact information for such manager to the Board.

7.5.8 Compliance with Documents. Tenants of all Owners shall be subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association and the Board. Each Lease/Rental Agreement shall provide that the terms of the Lease/Rental Agreement shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations and that any failure by a tenant to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws and Rules and Regulations by the Owner of the Unit being Leased or Rented at the beginning of the Lease/Rental term and thereafter with any amendments to such documents. A Unit Owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such Owner's tenant. After giving notice and an opportunity to be heard, Owners may be fined or required to evict their tenant for their tenant's noncompliance with any provision of the Declaration, Bylaws and Rules and Regulations, and such fines and attorney's fees and costs incurred by the Association (whether or not suit or action is filed) shall be collectible as assessments as

7.5.9 Payments by Tenant or Lessee to Association. If a Unit is Leased/Rented by its Owner, the Board may collect, and the tenant shall pay over to the Board, any amounts due to the Association hereunder for such Unit or portion thereof, plus interest and costs if the same are in default over thirty (30) days. Such payment will discharge the renter's duty of payment to the Owner for Rent, to the extent such payment is made to the Association, but will not discharge the liability of the Owner and the Unit under the Declaration for assessments and charges, or operate as an approval of the lease. In the event the Board exercises the power, neither it nor the Association shall be considered the landlord for purposes of the Oregon Residential Landlord Tenant Act (ORS Chapter 90). The Owner of the Unit shall continue to be considered the landlord with all the duties and obligations therefor. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner, nor in derogation of any right which a Mortgagee of such Unit may have with respect to such Rents.

7.5.10 Enforcement. If a Unit Owner fails to follow the procedures set forth in this Section with respect to the Leasing/Renting of his/her Unit, at any time after learning of such leasing, the Board may charge such Owner a fine for non-compliance of Subsection 7.5.4, especially for Leasing/Renting without prior management or Board approval which fine shall be a monthly amount of five hundred dollars (\$500.00) for that Unit. This is in addition to the normal monthly assessments. There may also be an administrative fee, the amount of which shall be determined from time to time by Board resolution. The purpose of the administrative fee is to reimburse the Association for time, costs and expenses of management time incurred to obtain information about the tenant and to provide such tenant with copies of Association documents.


Provided, however, that charging an Owner a fine or administrative fee and/or providing such Owner's tenant with copies of Association documents shall not bar or limit the Association's remedies arising from such Owner's violations of the provisions of the Declaration, Bylaws and Rules and Regulations, including, without limitation, the right to sue for an injunction, for damages and to require the Owner to remove the tenant in the event that the tenancy violates any provision of this Section or the tenant violates any provision of the Declaration, Bylaws or rules and regulations promulgated thereunder. The Unit Owner shall be obligated to pay all attorney's fees and costs incurred by the Association in enforcing this Section 7.5 whether or not suit or action is filed.

7.5.11 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.

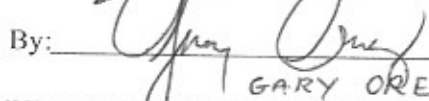
The undersigned Chairman and Secretary hereby certify that the foregoing Amendment was approved by the required percentage of the Association members.

ASSOCIATION OF UNIT OWNERS OF
BRIDGEVIEW CONDOMINIUM

Dated: 5/13/2015

By:  _____ Chairman
ANDREW TULL

Dated: 5/13/2015

By:  _____ Secretary
GARY OREY

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

STATE OF OREGON

County of Mulhoma

)
) ss. _____
)

Personally appeared before me the above-named Gary Orey and who, being duly sworn, did say that he/she is the Secretary of the Association of Unit owners of Bridgeview Condominium, an Oregon nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.

Christine Adelle Devillier
Notary Public for Oregon



COMMISSION NO 928377
COMMISSION expires May 22, 2018

STATE OF OREGON

County of Washington

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) ss. 7264654 ODL
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Personally appeared before me the above-named Andrew Tull and who, being duly sworn, did say that he/she is the Secretary of the Association of Unit owners of Bridgeview Condominium, an Oregon nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Erika E White
Notary Public for Oregon

STATE OF
OREGON

County of Washington

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) ss. ODL 7264654
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