



MULTNOMAH COUNTY OREGON

Division of Assessment & Taxation
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Portland OR 97214
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P/V C. Wonsley

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RESTATED BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF GLENWOOD PLACE CONDOMINIUM

These Restated Bylaws of the Association of Unit Owners of Glenwood Place Condominium supersede Bylaws of the Association adopted October 21, 1983 and recorded in Multnomah County, November 22, 1983, Book 1707, Page 1929, and any amendments thereto.

ARTICLE 1

PLAN OF UNIT OWNERSHIP

Section 1. Name and Location. These are the restated bylaws of the unincorporated ASSOCIATION OF UNIT OWNERS OF GLENWOOD PLACE (hereinafter the "Association"). Glenwood Place Condominium (hereinafter the "condominium") is located in Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration executed October 21, 1983, and recorded in the records of Multnomah County November 22, 1983, Book 1707, Page 1914, (hereinafter called "the Declaration".) The location of the condominium is more specifically described in the Declaration.

Section 2. Principal Office. The principal office of the Association shall be located at such address as may be designated by the Board of Directors from time to time.

Section 3. Purposes. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium,

Section 4. Applicability of Bylaws. The Association, all unit owners, and all persons using the condominium in any manner shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

Section 5. Composition of Association. The Association shall be composed of all the unit owners of the condominium.

Section 6. Definitions. Except as otherwise provided herein, the definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

Section 7. Incorporation. Upon approval by a majority vote of the unit owners the Association may be incorporated under the Oregon Non-Profit Corporation law. In such event, the Articles of Incorporation shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association.

ARTICLE II

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

Section 1. Membership in the Association. Upon becoming the legal owner or contract purchaser of a unit, said owner shall automatically be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the Bylaws and the administration of the property, from the record of any ownership maintained by the Association. The Board of Directors may, at its discretion, require that a unit owner file with the Association satisfactory proof of ownership, including a copy of the deed or land sale contract for his unit, to which shall be affixed the certificate of the recording office of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract.

Section 2. Voting. The owners of each unit shall have one vote. The Board of Directors shall be entitled to vote as to any units owned by the Association. 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 disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

Section 3. Majority Vote; Percent of the Vote. The term "majority vote" of "majority of unit owners" shall mean more than fifty percent (50%) of the vote of the unit owners, present in person or by proxy, at a meeting at which a quorum is constituted. The majority vote shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws. The term "percent of all votes" shall mean a percent of all the voting rights allocated to the unit owners in accordance with the Declaration.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of those owners holding at least fifty percent (50%) of all votes shall constitute a quorum. A subsequent joinder of a unit owner in the action taken at a meeting by signing the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of the 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, may adjourn the meeting from time to time until a quorum is present.

Section 5. Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the Secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

Section 6. Fiduciaries. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by them in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity.

Section 7. Authority to Vote. All owners shall be entitled to vote, and this shall be true if they have leased their premises to a third party. An owner's right to vote may not be revoked.

Section 8. Compensation of Owners. No owner or resident shall be compensated in any manner for work performed on behalf of the Association except for out-of-pocket expenses as approved by a majority of the Board of Directors.

ARTICLE III

MEETINGS OF THE ASSOCIATION

Section 1. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 2. Ballot Meetings. Any meeting of the Association (other than special meetings called by petition of unit owners) may be by ballot, as the Board of Directors may elect, rather than a formal gathering. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot. The vote of ballot meetings shall be determined by the Board of Directors within 48 hours of the deadline for return of ballots. Each unit owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned within ten (10) days after the ballots have been counted.

Section 3. Annual Meeting. The annual meetings of the Association shall be as set by the Board of Directors and shall be held no later than November 30th of each calendar year. At such meetings those members of the Board of Directors whose terms have expired shall be elected by the unit owners in accordance with the provisions of Article IV, Section 2, of these Bylaws. The unit 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 Chairman to call a special meeting of the unit owners as directed by the resolution of the Board of Directors or upon a petition signed by at least thirty percent (30%) of the unit owners, according to their voting rights, having been presented to the Secretary. All meetings called because of petition of unit owners shall be held at a formal gathering and not by ballot. 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 all the unit owners or as otherwise set out in these Bylaws.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to give notice of each meeting of the unit owners stating the purpose thereof and the time and place where it is to be held, to each owner of record, at least seven (7) but not more than fifty (50) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The notice shall be delivered or mailed to the owner's address last given the Secretary in writing by the unit owner. If unit ownership is split or the unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given the Secretary in writing, then delivery to the condominium unit shall be sufficient. The mailing or delivery of a notice

in the manner provided in this Section shall be considered notice served. Notice of meeting may be waived by any unit owner before or after meeting.

Section 6. Adjourned Meetings. If any gathering of unit owners is not a legal meeting 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 nor more than thirty (30) days from the time the original meeting was called. No notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place. The adjournment provisions of this section do not apply to meetings by ballot.

Section 7. Order of Business. The order of business at meetings of the unit owners shall be as follows:

- (a) Signing a registration sheet.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Approval of minutes of the preceding meeting as posted.
- (d) Reports of officers.
- (e) Reports of committees, if any.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment

ARTICLE IV

BOARD OF DIRECTORS QUALIFICATIONS, ELECTION, MEETINGS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. All directors must be the owner or the co-owner of a unit. For purposes of this section, the officers of any corporate owner and the partners of any partnership shall be considered co-owners of any units owned by such corporation or partnership. Co-owners of the same unit may not serve as directors simultaneously.

Section 2. Term of Office. At the expiration of the term of office of each director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by vote of the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected upon expiration of the term for which the original person was elected to serve.

Section 4. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the directors, may be removed with or without cause, by a majority vote of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

Section 5. Open Meetings. All meetings of the Board of Directors shall be open to unit owners. However, unit owners may not participate in the Board meetings without the permission of the

Board of Directors. For other than emergency meetings, notice of the time and place of directors' meetings shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform owners of such meeting.

Section 6. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally hold such meeting, provided a majority of the newly elected directors are present. The directors shall elect from among themselves a Chairman, Secretary and Treasurer, who shall also be the officers of the Association.

Section 7. Regular 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.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or Secretary or on the written request of at least two (2) directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each director, given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

Section 9. Emergency Meetings. In emergency situations, meetings of the Board of Directors may be conducted by telephonic communication. Such telephonic meetings may be carried on by means of a "conference call" in which each director may speak with any of the other directors. The directors shall keep telephone numbers on file with the Chairman to be used for telephonic meetings.

Section 10. 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 the majority of the Directors present shall be the valid acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses not exceeding \$100 in any three month period, unless such compensation is approved by majority vote of the unit owners.

ARTICLE V

ASSOCIATION RESPONSIBILITIES; BOARD OF DIRECTORS' POWERS AND DUTIES

Section 1. Association Responsibilities. The Association will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments, arranging for the operation, management, and maintenance of the project, including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters, instituting, defending or intervening in litigation or proceedings in its own name or on behalf of two or more owners on matters affecting the condominium, and taking such other actions and exercising such other powers as are authorized by the provisions of Oregon Revised Statutes as the same may be amended from time to time.

Section 2. Board's Powers and Duties. The Board of Directors shall have all powers and duties necessary to carry out the responsibilities of the Association and do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the unit owners; specifically and without limitation, the Board of Directors shall have authority to carry out and be responsible for the following matters:

- (a) Operation, care, upkeep, maintenance, repair and supervision of the general common elements and the limited common elements, except to the extent this obligation is imposed on the unit owner in these Bylaws.
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Association; preparation and adoption of operating budgets; and setting assessments therefor.
- (c) Collection of assessments from the owners, both prorata assessments and individual assessments.
- (d) Payment of all common expenses of the Association.
- (e) Employment and dismissal of such personnel as is necessary for the maintenance, upkeep and repair of the common elements.
- (f) 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.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) 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. In any foreclosure action instituted by the Board of Directors, the Board shall enter a bid at the sale for the amount of the unpaid lien and cost and expenses incurred in such action. No other purchase can be undertaken unless the unit owners holding at least fifty percent (50%) of all votes have authorized the purchase.
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all unit owners.
- (j) Obtaining insurance or bonds pursuant to the provisions of these Bylaws.
- (k) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project maybe undertaken by the board if the total cost will exceed the amount of \$5,000 unless the project has been approved by unit owners holding at least fifty percent (50%) of all votes. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.
- (l) Executing, acknowledging, delivering and recording on behalf of the unit owners easements, rights of way, licenses and other similar interests affecting the general common elements after the granting of such interests has been approved by the unit owners as provided in the Declaration.

- (m) Promulgation of rules and regulations governing the condominium and use thereof which shall be not be in conflict with the provisions set out in Article IX, Section 7 of these Bylaws.
- (n) Enforcement by legal means, or otherwise of the provisions of the Oregon Condominium Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.

Section 3. Reports and Audits; Record Keeping.

- (a) The Board or its designee shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and shall keep any other financial records sufficient for proper accounting purposes.
- (b) An annual report consisting of a balance sheet and income and expense statement for the preceding year shall be distributed by the Board of Directors to all unit owners, and to all mortgagees of units who have requested the same, within ninety (90) days after the end of each fiscal year, which corresponds to the calendar year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.
- (c) The Board of Directors shall maintain at all times the records and documents of the Association. Such records and documents shall be reasonably available for examination by a unit owner or a mortgagee; upon written request from the owner or mortgagee such records shall be made available for duplication. The Board shall maintain copies, suitable for duplication, of the Declaration, Bylaws, rules and regulations (and amendments thereto), current operating budget, and the most recent annual report. Upon written request of a prospective purchaser, such copies shall be made available for duplication during reasonable hours. The Board may charge a reasonable fee for furnishing copies to a unit owner, mortgagee or prospective purchaser.

Section 4. Managing Agent. The Board of Directors may employ a managing agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties otherwise delegated to the Secretary or Treasurer in Article VI.

ARTICLE VI

OFFICERS

Section 1. Designation. The officers of the Association shall be a Chairman, a Secretary, and a Treasurer, all of whom shall be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall 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. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 3. Removal of Officers. Upon 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 his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such a purpose.

Section 4. Chairman. The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors. He shall have charge of such records of the Association as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as may be required by the directors.

Section 6. Treasurer. The Treasurer shall have the 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 shall be responsible for the preparation of all required financial statements. He 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 depositaries as may from time to time be designated by the Board of Directors. He shall perform all other duties incident to the office of Treasurer and as may be required by the directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a majority vote of the unit owners.

ARTICLE VII

EXPENSES AND ASSESSMENTS

Section 1. Assessments. All unit owners are obligated to pay assessments imposed by the Board of Directors to meet all the common expenses and for such other reasons and purposes as provided in the Bylaws. Assessments may not be waived due to limited or nonuse of common elements or abandonment of a unit.

Section 2. Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) Costs of funding reserves.
- (e) Any deficit in common expenses for any prior period.
- (f) Utilities for the common elements and other utilities with a common meter or commonly billed, such as sewer and trash collection.

(g) Any other items properly chargeable as an expense of the Association or properly assessed against a unit owner or owners as provided herein.

(h) Any other items agreed upon as common expenses by all unit owners.

Section 3. Annual Budget. The Board of Directors shall from time to time, and at least annually, estimate the expenses to be incurred during the coming year or fiscal period, and determine the annual assessment and any special assessments to be paid during such year or period. Account shall be taken of any expected income and any surplus available from the prior year's operations. The budget may provide for reserves for working capital and unexpected contingencies. If any sums estimated and budgeted for any purpose prove to be inadequate for any reason (including a unit owner's failure to pay assessments for any reason) the Board may at any time levy a further assessment.

Section 4. Reserve Accounts for Replacement of Common Elements. The budget shall make provision for a reserve account or accounts for replacement of those common elements which will normally require replacement in more than three (3) and less than thirty (30) years. The amount assessed shall take into account the estimated remaining life of such items and the current replacement cost thereof. The amounts of payments to the reserve account shall be adjusted at regular intervals to recognize changes in current replacement costs over time.

All reserve accounts shall be established in the name of the Association. They shall be used only for replacement of common elements and shall be kept separate from the general operating account of the Association. However, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees.

Section 5. Special Assessments for Capital Improvements. In the case of any duly authorized capital improvements to the common elements, the Board of Directors may establish separate assessments for the same and maintain the proceeds from such assessments in separate accounts.

Section 6. Assessment Allocated to Each Unit; Individual Assessments. Except as otherwise provided, all unit owners shall be assessed in accordance with the undivided interest in the common elements allocated to each unit by the Declaration. However, unit owners may be assessed additional amounts individually for common expenses incurred through such unit owner's fault or direction, including property damages unreimbursed by insurance. Further, unit owners may be assessed additional amounts individually for fines, charges and expenses in the process of, collection of assessments and enforcement of the Declaration, Bylaws, and rules and regulations pursuant to Article VIII and as otherwise provided in these Bylaws.

Section 7. Omission of Budget and Assessments. The omission by the Board before the expiration of any fiscal year to fix the budget estimate and assessment for the forthcoming year shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or a release of the unit owner from the obligation to pay the assessment or any installment thereof; the assessments fixed for the preceding year and any unpaid portions of prior special assessments shall continue until new assessments are fixed.

Section 8. Debt Obligation; Installment; Interest. Each assessment shall be the joint and several obligation of the owner or owners of the unit as of the time it is assessed. The Board may direct that assessments be paid annually or in such installments as the Board deems appropriate. Any

assessment or installment thereof unpaid when due shall be delinquent and shall bear interest at 15 percent (15%) per annum from its due date until paid.

Section 9. Association's Lien Against Unit. The Association, upon complying with Oregon Revised Statutes as the same may be amended from time to time, shall have a lien upon the individual unit and undivided interest in the common elements appertaining to such unit for the reasonable value of common expenses attributable to the unit and for any unpaid assessments and interest. The lien shall be prior to all other liens or encumbrances upon the unit except:

- (a) tax and assessment liens; and
- (b) a first mortgage or trust deed of record.

Section 10. Transferee's Liability for Unpaid Share of Common Expenses.

- (a) Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust deed, such purchaser, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all the unit owners including such purchaser, his successors and assigns.
- (b) In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid charges against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount 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 charges against the prospective grantor, 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 charges against the grantor in excess of the amount therein set forth.

Section 11. Statement of Common Expenses and Assessments. The Board of Directors shall promptly provide any unit owner who makes a request in written with a statement of his unpaid common expenses and assessments.

Section 12. New Owner Maintenance Fee. The purpose of this section is to assure adequate funding for the maintenance and repair of common areas and facilities of Glenwood.

- (a) A fee in an amount to be set by the Board, but not to exceed \$1,000, shall be due and payable in the event of a sale, conveyance, or transfer of a Unit by the purchaser, transferee, grantee, or in the event of a sale on contract, the vendee. The Fee shall be due and payable at the closing of such sale or, if transfer is other than by sale, at the time of such transfer.
- (b) The following shall not be considered as a sale, conveyance, or transfer for purposes of this Section:
 - (I) A mortgage, trust deed, lien or other security interest on a Unit;
 - (II) A lease on or rental of a Unit;

- (III) Acquisition by foreclosure of a security interest, whether judicially or non-judicially, of a Unit; and
 - (IV) Acquisition by a deed in lieu of foreclosure of a Unit.
- (c) The Fee shall be used solely for budgeted, or emergency, maintenance expenditures for common areas.
 - (d) Exemption from the Fee may be granted by the Board only under the following circumstances:
 - (I) Any Person acquiring title or an ownership interest in a Unit by inheritance, gift, tenancy by the entirety, living trust or other means without the payment of value or giving of other consideration, may apply for an exemption by making written request to the Board within thirty (30) days of acquiring such title or ownership interest.
 - (II) Any Person who acquires title or an ownership interest in a Unit and who meets the qualifications listed in either of the following Subparagraphs (A) or (B) may request an exemption by written notice to the Board given within thirty (30) days of such an acquisition:
 - (A) Has sold, conveyed or transferred another Unit within the previous 365 days after having owned such other Unit for at least one (1) year prior to such sale, conveyance or transfer and does not owe any outstanding fees, assessments, or other charges to Glenwood, and has not applied for any other exemption under this Paragraph.
 - (B) Presently owns a Unit which the person intends to sell, convey, or transfer within 365 days of having owned such other Unit for at least one (1) year prior to such sale, conveyance or transfer and does not owe any outstanding fees, assessments, or other charges to Glenwood, and has not applied for any other exemption under this Paragraph.

True copies of all documentation evidencing compliance with either Subparagraphs (A) or (B) shall be submitted with the request. The Board shall approve the request if the conditions of this Subparagraph (II) are met. The Board, at its discretion, may extend the thirty (30) day application period for a reasonable amount of time for good cause shown.

ARTICLE VIII

COLLECTION OF ASSESSMENTS; ENFORCEMENT

Section 1. Compliance with Declaration, Bylaws, Rules and Regulations. Each unit owner shall comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, as well as with such other covenants, conditions and restriction contained in the deed to the unit. Failure to comply therewith shall be ground for an action maintainable by the Association or by an aggrieved unit owner.

Section 2. Authority to Enforce and Collect. The Board of Directors, on behalf of the Association, shall take prompt action against any violator to enforce the provisions of the Declaration,

Bylaws and rules and regulations adopted pursuant thereto, including prompt action to collect any unpaid assessment. In doing so, the Board may exercise one or more of the remedies, separately or concurrently, specified in this Article, as well as any other remedies which may be available at law.

Section 3. Abatement and Enjoining Violations. In the event of the violation of the Declaration, Bylaws, or any rules or regulations adopted pursuant thereto, the Board of Directors shall have the right to:

- (a) enter the unit or limited common element in which or as to which such violation exists and summarily abate and remove, at the expense of the owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the documents, and the Board and its agents shall not thereby be deemed guilty of any manner of trespass; and/or
- (b) enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 4. Late Charges; Fines. The Board may, if it deems appropriate, impose charges for late payments of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 5. Acceleration of Assessment. In the event that a unit owner fails to pay an installment of an assessment when it is due, the Board may, after 10 days written notice, declare the defaulting unit owner's entire annual or special assessment due immediately and interest thereafter shall accrue on the entire assessment at 15 percent per annum until paid.

Section 6. Foreclosure of Lien Against Unit; Appointment of Receiver; Power to Bid at Foreclosure Sale. The Board of Directors, on behalf of the Association, may bring suit to foreclose the lien against the unit pursuant to Oregon Revised Statutes as the same may be amended from time to time. In any such foreclosure suit, the unit owner shall be required to pay reasonable rental for the unit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors, acting on behalf of the unit owners, shall have the power to bid in the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same, subject to the restrictions in Article V, Section 2 (h).

Section 7. Action to Obtain and Recover a Money Judgment. The Board of Directors, on behalf of the Association, may bring an action to obtain a money judgment against a unit owner for damages and/or for unpaid assessments. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same referred to in Article VII, Section 9.

Section 8. Restriction of Right to Use of Common Element Facilities. In the event a unit owner fails to pay assessments when due or violates the provisions of the Declaration, Bylaws or rules and regulations. adopted. pursuant thereto, the Board of Directors may 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 so long as the assessment remains unpaid or the violation continues.

Section 9. Assessment Collection Costs; Attorney's Fees. Unit owners shall be obligated to pay reasonable fees and costs including, but not limited, to attorney's fees incurred in connection with efforts to collect delinquent and unpaid assessments, whether or not suit or action is commenced. In the event suit or action is commenced for the collection of any amounts due or for the enforcement of any provision of the Act, Declaration, Bylaws or rules and regulations adopted pursuant thereto, the

defendant unit owner or owners, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorney' s fees to be fixed by the Court or Courts, both at trial and on appeal, in addition to all other obligations.

ARTICLE IX

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

Section 1. Maintenance and Repair.

- (a) Each unit owner must perform promptly all cleaning, maintenance and repair work within his own unit, which if omitted would affect the common elements of the condominium or a part thereof belonging to the other owners, and shall be responsible for the damages and liabilities that his failure to do so may cause.
- (b) Each unit owner shall be responsible for the repair, maintenance, or replacement of windows, doors, and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces, refrigerators, dishwashers, ranges, ovens, or other appliances and accessories that may be in or connected with his unit, regardless of whether such items are designated common elements.
- (c) Each unit owner shall keep the patio and decks and other limited common elements appurtenant to his unit in a neat, clean and sanitary condition.
- (d) A unit owner shall promptly reimburse the Association for any expenditure incurred in repairing or replacing any common area and/or facility damaged by a condition or event originating in the unit owner's unit, regardless of his fault and direction, not otherwise covered by insurance policies carried by the Association for the owner's and the Association's benefit.
- (e) The Home Owner's Association shall be responsible for the repair or replacement of springs on the garage door of each unit. The garage door opener and the remote control will always be the unit owner's expense. Also, the man door for each garage will be the responsibility of the HOA. Garage doors that have exterior damage must be restored to original condition within thirty (30) days after the damage is incurred or within such other time as may be determined by the Board of Directors. The repair cost shall be the responsibility of the unit owner. All other maintenance, repair and replacement to the general and limited common elements shall be made by the Association as a common expense.
- (f) Garages are limited common areas and are assigned to each unit for the purpose of parking a vehicle. Garages are not to be used as storage areas. Each unit shall be limited to two vehicles that may be parked on Association property, one of which must be parked in the appropriate garage.

Section 2. Use of Units; Internal Changes; Alterations.

- (a) All units shall be used for residential purposes only, and all common elements shall be used in a manner conducive to such purposes. A relative, child, acquaintance or any other person may not live in the unit during the unit owner's absence if they are under age 55 unless approved by the Board.

- (b) A unit owner shall make no repair or alteration or perform any work on his/her unit which would affect the soundness or safety of the condominium property or reduce the value thereof or impair any easement or hereditaments or increase the common expenses of the Association unless the written consent of the Board of Directors is first obtained. Subject to this limitation, however, a unit owner may:
- (I) make any improvements or alterations to his/her unit that do not affect the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The Board of Directors may request that the unit owner provide engineering reports or other satisfactory proof that the above requirements are satisfied.
 - (II) after acquiring an adjoining unit or an adjoining part of an adjoining unit, submit a written request to the Board of Directors or permission to remove or alter any intervening partition or to create apertures therein, even if the partition in whole or in part is a common element. The Board of Directors shall approve the change unless it determines within forty-five (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 his own 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. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

Section 3. Use of the Common Elements. A unit owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways, and other condominium areas and facilities of a similar nature, any furniture, packages, or objects of any kind, except that suitable furniture may be placed on the decks and patios. 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 and Summerplace Architectural Review Committee. The Board of Directors may condition its consent upon approval of plans, permits, and the contractor to perform the work, who must be licensed, bonded, and insured.

Section 4. Relocation of Boundaries.

- (a) The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to the Declaration. The owners of the affected units shall submit to the Board of Directors a proposed amendment which shall identify the units involved, state any relocations of common element interest, voting rights, common expense liability and right to common profits and contain words of conveyance. The Board of Directors shall approve the amendment unless it determines within forty-five (45) days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.
- (b) The Board of Directors may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation or elimination will not impair the structural integrity or

mechanical systems of the condominium or lessen the support of any portion of the condominium.

- (c) The Board of Directors or any agent appointed by the Board of Directors may supervise the work necessary to effect the boundary relocation or elimination.
- (d) The amendment shall be executed by the owners and mortgagees or trust deed beneficiaries of the affected units, certified by the Chairman and Secretary of the Association and approved and recorded in accordance with Oregon Revised Statutes as the same may be amended from time to time.
- (e) A plat and floor plans necessary to show the altered boundaries between the adjoining units shall be recorded in accordance with Oregon Revised Statutes as the same may be amended from time to time.
- (f) Any expenses incurred under this section shall be charged to the owners of the units requesting the boundary relocation or elimination.

Section 5. Rules of Conduct. The following rules of conduct apply to all unit owners and all other persons using the condominium in any manner.

- (a) Without prior written approval of the Board of Directors, no advertisements, posters, or signs of any kind, including but not limited to signs for any political candidate, party, cause, or ballot measure, shall be displayed to public view on or from any unit including, without limitation, windows, patios, decks, porches, or the common elements. Real Estate signs may be placed in front of the condo unit that is for sale, but not on decks. Directional signs may be used during an open house, but must be removed at the end of the open house. Carriage post signs are prohibited.
- (b) All persons shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, television and amplifiers that may disturb other residents. Running appliances such as washers, dryers, dishwashers and vacuum cleaners shall be limited to the hours between 8:00 AM and not later than 10:00 PM. The Board may take legal action for any violation of this article and if the homeowner is found to be in violation such costs incurred will be the homeowner's to bear.
- (c) Other than a maximum of two (2) household pets per unit, no animals or fowls shall be raised, kept or permitted within the condominium or any part thereof. No animals, fowls, or pets of any kind shall be kept, bred, or raised for commercial purposes. Those unit owners keeping pets will abide by municipal sanitary regulations, leash laws, and rules or regulations promulgated by the Board of Directors. A unit owner may be required to remove a pet after receipt of two notices in writing from the Board of Directors of violations of any such laws, rules or regulations.
- (d) No garment, rugs, and similar items shall be hung from the windows or from any of the facades, decks, or terraces of the project. It is prohibited to hang or shake dust rags, mops, and similar items from the windows or decks or terraces, or to clean such items by beating them on an exterior part of the buildings.

- (e) No garbage, trash or other waste shall be deposited or maintained on any part of the property except in areas or containers designated for such items.
- (f) No person shall install wiring for electrical or telephone installation, television antenna, satellite dishes, machines or air conditioning units, or similar devices on the exterior of the condominium or cause them to protrude through the walls or the roof of the condominium except as authorized in writing by the Board of Directors and the Summerplace Architectural Review Committee. No exterior window guards, awnings, or shades, flag poles, or exterior lights or noise-making devices shall be installed without the prior written consent of the Board of Directors and the Summerplace Architectural Review Committee.
- (g) In order to preserve the attractive appearance of the condominium, the Board of Directors 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. All such items shall be maintained in a neat, clean and sanitary manner by the unit owner. All windows shall be covered inside with material that is white or lined with white, or as the Board approves. If a resident has a car that leaks oil and neglects to fix the problem, the HOA will charge the resident the cost of any necessary clean up costs of either the limited or general common elements.
- (h) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Board may make such rules necessary to govern the use of any general common element parking areas by which all owners and other users shall be bound.
- (i) Vehicular traffic on the streets and drives within the project shall be limited to fifteen (15) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles, and trucks.
- (j) No house trailers, motorhomes, pickup campers, trucks, boats, mobile homes, or like recreational vehicles shall be used for residential purposes, nor shall they be stored or parked on the general common elements, except in areas, if any, specifically so designated by the Board of Directors.
- (k) 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, 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 maintaining his professional personal library, keeping his personal business or professional records or accounts, and handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his unit.
- (l) No garage sales may be held, but estate sales are permitted in any unit for two days.
- (m) 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 unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

- (n) Owners are encouraged to provide a key to their units to a neighbor or the Board of Directors to be used in case of an emergency inside the unit. Should emergency access be necessary, and should no key be available, emergency entry pursuant to Association authority could cause damage for which the unit owner would be responsible.

Section 6. Additional Rules Adopted by Board of Directors. In addition, the Board of Directors from time to time may adopt, modify, or revoke such other rules and regulations governing the conduct of persons and the operations and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium. Such rules and regulations may be modified or repealed by majority vote of the unit owners. A copy of the rules and regulations, upon adoption, and a copy of each such amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

Section 7. Other restrictions. Glenwood Place Condominium, including all units and common elements, are subject to the terms and provisions of the instrument recorded March 13, 1979, in Book 1336, page 1987, records of Multnomah County, as amended by instrument recorded October 29, 1980, in Book 1480, page 545, records of Multnomah County, the Articles of Incorporation and the Bylaws of Summerplace Civic Association recorded December 5, 1979, in Book 1403, page 1964, records of Multnomah County, and as said instruments may be amended from time to time.

ARTICLE X

INSURANCE AND BONDS

Section 1. Fidelity Bonds. The Board of Directors may require that any person or entity who handles or is responsible for Association funds shall furnish such fidelity bond as the Board deems adequate. The premiums on such bonds shall be paid by the Association.

Section 2. Insurance ("Master Policy"). For the benefit of the Association and the unit owners, the Board of Directors shall secure and maintain the following insurance coverage and shall pay for the same out of the common expense funds.

- (a) Fire and Extended Coverage. A policy or policies of property insurance equal to full replacement value (i.e., 100 percent of current "replacement" cost) exclusive of land, foundation, excavation, and other items normally excluded from coverage of a condominium project, but including all buildings, units, service equipment and the like and any fixture or equipment within an individual unit which is financed under a mortgage, with an Agreed Amount Endorsement or its equivalent, if available. Such policy or policies shall name the Association and the unit owners as insureds and shall provide for a separate loss payable in favor of all mortgagees. Such policy or policies shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and by vandalism and malicious mischief. Such policy or policies may provide protection against loss or damage from windstorm, water damage, earthquake, flood and such other risks as are customarily covered in similar condominium projects. In no event shall such policy or policies have a deductible clause in excess of One Thousand Dollars (\$1,000) per any one occurrence, except for earthquake.

- (b) Liability Coverage. A comprehensive policy or policies insuring the Association, the unit owners individually, the Board of Directors, and the manager, if any, against liability to the public, the unit owners, and their invitees or tenants, incident to the ownership, supervision, control or use of the property. There may be excluded from the policy required under this paragraph, coverage of a unit owner, other than coverage as a member of the Association or Board of Directors, for liability arising out of acts or omissions of that unit owner and liability incident to the ownership or use of the part of the property as to which that unit owner has the exclusive use or occupancy. Liability insurance required under this paragraph shall be issued on a comprehensive liability basis. Limits of liability under such insurance policy shall not be less than \$1,000,000 on an each occurrence basis.
- (c) Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with any applicable laws.

Section 3. Policy Provision. 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 Board of Directors, the manager, the unit owners and their respective servants, agents and guests.
- (b) A provision that the master policy on the condominium cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.
- (c) A provision that the master policy on the condominium cannot be cancelled, 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.
- (d) A provision that the insurer issue Certificates of Insurance specifying the limits of the master policy and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association, or other unit owners nor cancelled for nonpayment of premiums.
- (e) A rider on the master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insureds as their interest may appear.

Section 4. Fidelity Coverage. The Board of Directors may secure and maintain in the name of the Association as obligee, fidelity insurance to protect the Association against dishonest acts by its officers, directors, trustees and employees, and all others who shall be responsible for handling the funds of the Association.

Section 5. Settlement of Loss. All losses under policies above described shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the unit owners, or, upon demand of any mortgagee, to an insurance trustee acceptable to the Association and mortgagees of units.

Section 6. Unit Owner's Obligations. Each unit owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 2 (a) and against his liability not covered under Section 2 (b); provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way so as to decrease the amount which the Board of Directors, on behalf of the Association and all unit owners, may realize under any insurance policy which the Board of Directors may have in force at any particular time. Additionally, each unit owner must inform the Board of Directors of all improvements made by such owner to his unit which have a value in excess of \$500, so that the Board of Directors may make any desired adjustments in insurance coverage. If a unit owner's damage extends to another unit, the homeowner will notify their insurance agent. They are responsible if another unit is damaged from acts occurring in their unit.

Section 7. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association, which review may include an appraisal of all improvements made to the condominium by an independent appraiser.

ARTICLE XI

DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty, or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the property damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed property, as used in this paragraph, means restoring the property to substantially the same condition in which it existed inside and/or outside any affected unit prior to the fire, casualty, or disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors.

Section 2. Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed property, the damage to, or destruction of, such property shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such property for that purpose, and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. Provided, however, if seventy five percent (75%) or more in value of all the property is destroyed or substantially damaged and if the unit owners, by sixty percent (60%) or more of all votes agree that the property shall not be repaired, reconstructed or rebuilt, then the property shall be considered removed from the provisions of the Oregon Condominium Act, and:

- (a) The property shall be deemed to be owned in common by all the unit owners;
- (b) The respective interest of a unit owner shall be the total of the fair market value of his unit and common interest appertaining to such unit immediately before termination of the condominium. The proportion of any unit owner's interest to that of all unit owners shall be determined by dividing the fair market value of that unit owner's unit and common element interest by the fair market values of all units and common element interests. The fair market value of each unit and common element interest appertaining

to such unit shall be determined by:

- (I) Agreement of all unit owners; or
 - (II) An independent appraiser selected by the Board of Directors. The decision of the appraiser shall be distributed to the unit owners and shall become final unless within fifteen (15) days after the distribution, the Board of Directors receives written objection from unit owners holding at least twenty-five (25%) of all the votes. In such event, a new appraiser shall be selected by the presiding judge of the circuit court for Multnomah County. Such appraiser's decision shall be final.
- (c) All costs and expenses incurred under this section shall be common expenses.
 - (d) In the event any part of the property has been damaged or destroyed, the appraiser may use any available data and information pertaining to the condominium including, but not limited to, building plans, prior appraisals and information on file with governmental authorities.
 - (e) Liens affecting any unit shall be liens, in accordance with the then existing priorities, against the undivided interest of the unit owner in the property owned in common.
 - (f) The property shall be subject to an action for partition at the suit of any unit owner. If a degree of partition orders the sale of the property, the net proceeds of the sale, together with the net proceeds of the policies of insurance on the property, if any, shall be considered as one fund, and shall be divided among the unit owners (and their mortgagees as their interests may appear) in proportion to the unit owner's respective undivided interests in said fund after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE XII

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. Prompt written notice of any such proceeding shall be given to the unit owners and their mortgagees. With respect to a taking of the common elements or any part thereof, the Board of Directors shall arrange for the repair or restoration of said common elements out of the proceeds of the award unless the unit owners, by sixty percent (60%) or more of all votes, agree not to repair or restore said common elements. In that event, the Board of Directors shall disburse the net proceeds of such award to the unit owners (and their mortgagees as their interests may appear) according to the formula and procedure prescribed herein in Article XI, Section 2.

ARTICLE XIII

AMENDMENTS TO BYLAWS

The Bylaws may be amended by approval of unit owners holding more than fifty percent (50%) of all votes. If approved, said amendments shall be recorded in Multnomah County.

ARTICLE XIV

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 as action by the Association) by reason of the fact that he 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 actually and reasonably incurred by said person in connection with such suit, action, proceeding, or appeal therefrom, if he acted in good faith and in a manner he 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 his 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 he 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 his 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 seek reimbursement of any such payment, 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 benefitted from the acts which created said liability.

ARTICLE XV

MISCELLANEOUS

Section 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 thereafter designate from time to time or to a managing agent. All notices to any unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the owner's unit.

Section 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.

Section 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 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 or reference and shall in no way limit any of the provisions of these Bylaws.

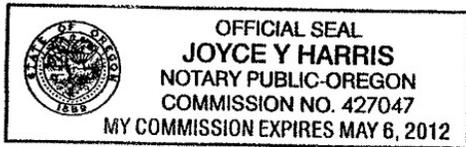
It is hereby certified that these Restated Bylaws have been adopted by a majority vote at the Annual Meeting of the Association of Unit Owners of Glenwood Place Condominium, and have been recorded on January 27, 2012 in the Records of Multnomah County.

DATED this 26th day of January, 2012

Marjorie Hicks
Marjorie Hicks, Secretary

STATE OF OREGON)
) ss
County of Multnomah)

On the 26th day of January, 2012 personally appeared before me the above named Marjorie Hicks, Secretary of Glenwood Place Condominium, and stated that said instrument was signed on behalf of said association by authority of its Board of Directors, and who acknowledged said instrument to be her voluntary act and deed.



Joyce Harris
Notary Public for Oregon
My commission expires: 5/6/2012

After recording, return to:
James P. Losk
Maylie & Grayson
7959 S.E. Foster Rd.
Poliland, OR 97206

[BAR CODE]

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AMENDMENT TO BYLAWS OF
THE ASSOCIATION OF UNIT OWNERS OF
GLENWOOD PLACE, INC.

RECITALS

The Bylaws of the Association of Unit Owners of Glenwood Place, Inc., were adopted October 21, 1983 and recorded in the Records of Multnomah County, Oregon, on November 22, 1983, in Book 1707, Page 1929, *et seq.* The Restated Bylaws of the Association of Unit Owners of Glenwood Place, Inc., were adopted on January 26, 2012, and recorded in the Records of Multnomah County, Oregon, on January 27, 2012, as Instrument No. 2012-008897.

Members of the Association of Unit Owners of Glenwood Place, Inc. have voted to further amend the Bylaws so as to limit areas within the condominium property where smoking is allowed, in order to protect the health and safety of members, residents and guests.

AMENDMENT

ARTICLE IX, Section 5 is hereby amended by the addition of sub-paragraph (o), as follows:

ARTICLE IX, Section 5 Rules of Conduct

(o) Smoking of any kind, including but not limited to cigarettes, pipes and cigars, is prohibited in, or within 25 feet of, all limited common elements.

(i) Pursuant to the Declaration of Glenwood Place, "limited common elements" include all building entry areas, stairways, patios and decks.

(ii) Notwithstanding the above limitations, smoking is allowed within units.

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IT IS HEREBY CERTIFIED that the foregoing Amendment has been approved by members holding more than fifty percent (50%) of all votes, as required by the Bylaws and Oregon Condominium Act, and that the Amendment shall be duly recorded in the Records of Multnomah County, Oregon.

Dated: 12-18-14

THE ASSOCIATION OF UNIT OWNERS OF
GLENWOOD PLACE, INC.

By: S/ Ida Jean Tweten
Ida Jean Tweten, Chairman

By: S/ Nancy Stathas
Nancy Stathas, Secretary

*Original contains Notary
statement, signature, and official
seal of Julia R. Lynne, whose
commission expires on 9-18-16.*

Plu Cheri Wonsley
After recording, return to:
James P. Losk
Maylie & Grayson
7959 S.E. Foster Rd.
Portland, OR 97206

Multnomah County Official Records
R Weldon, Deputy Clerk

2016-030611



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\$10.00 \$11.00 \$20.00 \$10.00

AMENDMENT TO BYLAWS OF
THE ASSOCIATION OF UNIT OWNERS
OF GLENWOOD PLACE, INC.

RECITALS

The Bylaws of the Association of Unit Owners of Glenwood Place, Inc., were adopted October 21, 1983 and recorded in the Records of Multnomah County, Oregon, on November 22, 1983, in Book 1707, Page 1929, et seq. The Restated Bylaws of the Association of Unit Owners of Glenwood Place, Inc., were adopted on January 26, 2012, and recorded in the Records of Multnomah County, Oregon, on January 27, 2012, as Instrument No. 2012-008897.

Members of the Association of Unit Owners of Glenwood Place, Inc. have voted to further amend the Bylaws so as to continue to provide adequate funding to meet the maintenance and repair needs of common areas and facilities of Glenwood.

AMENDMENT

ARTICLE VII, Section 12 (a) is hereby amended to read as follows:

Section 12. New Owner Maintenance Fee. The purpose of this section is to assure adequate funding for the maintenance and repair of common areas and facilities of Glenwood.

- (a) A fee in an amount to be set by the Board, but not to exceed \$1,500, shall be due and payable in the event of a sale, conveyance, or transfer of a Unit by the purchaser, transferee, grantee, or in the event of a sale on contract, the vendee. The Fee shall be due and payable at the closing of such sale or, if transfer is other than by sale, at the time of such transfer.

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