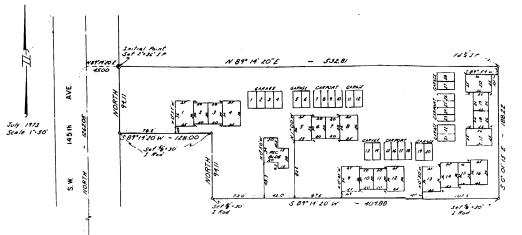


We believe these are the correct conditions and restrictions. However, no examination of the title has been made and Fidelity National Title Company assumes no liability for any additions, deletions or corrections.

CAMERON HOUSE

CONDOMINIUM

SITUATED IN THE SW 1/4 SEC. 16, T IS, R IW, W.M. CITY OF BEAVERTON WASHINGTON COUNTY, OREGON



SURVEYORS CERTIFICATE

SURVEYORS CERTIFICATE

I. John G. Reppeta first being duly sworn depose and say that I have correctly surveyed and marked with proper monuments the lands represented on the amexed map of "CAMERON MOUSE," a condominum, that as the initial point of said survey I set a galvanized iron pipe, 2" in diameter by 36" in length, 6 below the surface of the ground at a point which is situated MORIH-ILLOS II and NOTIH-105-500 ft from the southwest corner of Sec. 16, TIS P. W. M.N. said initial point being at the intersection of the east N/W line of SW 1850 Ave and the north line of Lot 16, SPINCER MOMESTEAD, a duly recorded plat; from said initial point I ran N. 89" It 20" a long the rorth line of said tot 16, a distance of \$32.81 M for the inorthmeast corner thereof", thence SO 01 ISE along the cast line of said tot 16, a distance of 188.21 M to the inorthmeast corner of the north one-half uf said tot 16, thence \$80" IT 50 W along the south line of the north one-half of said tot 6, thence of 91.11 M to a point in the south line of the north one-half of said tot 16, thence so 181 M to W along the south line of the north one-half of said tot 16, thence \$80" IT 50 W along said south line a distance of 1800 M for a point in the last Miller of SW 1450 M along said south line a distance of 1800 M for a point in the last Miller of SW 1450 M along said south line a distance of 1811 M to 1800 M for a point in the last Miller of SW 1450 M w., thence NOTTH along said east MW line of SW 1450 M w., thence NOTTH along said east MW line of SW 1450 M w., thence NOTTH along said east MW line of SW 1450 M w., thence

John & Romet

REGISTERED PROFESSIONAL LAND SURVEYOR a depreto



SUBSCRIBED AND SMOTH
BETORE ME THIS SUDAY
of Negrot, 1973
Geton 1973
NOTARY PUBLIC TOR OPERON
W COMMISSION EXPIRES 14-19-71

3321

DECLARATION

DECLARATION

Noon all men by these presents. That Randall Construction Company, an Oragon Corporation does perchi make, establish and declare the annesed map of Cameron House to be a true and conrect imap of the land owned and laid out by them as a condominum, sayed laid being more particularly described in the Surreyors Certificate hereunto's annesed and they do here by commit said land to the operation of the unit ownership law as laid out in Chapter 4, of the Oragon Revised Statutes.



WANDALL CONSTRUCTION CO. INC Sobot D. Fancols

STATE OF OREGON
COUNTY OF WASHINGTON } s.s

COUNT of WASHINGTON)

This certifies that an this 3d day of its 1885, personally appeared Robert D Randall and Ralph A. Vanisan, who being diff sworn each for immediate and for the other, did say that the former is the president and that the latter is the secretary of Randall Construction Company Incorporated a corporation and that the seal affined to the foregoing instrument is the Corporate seul of said coperation and that the soul affined to the foregoing instrument is the Corporate seul of said coperation and that said instrument was syncard and sealed in behalf of said conferming by authority of this board of directors and each of them acknowledged said instrument to be its voluntary and and oeco.

DEPONE ME John & Johnson Morans Marine Marine Por Consumor Marine Por Consumor Marine 19:19:77

APPROVALS

APPROVAL TOUS HOOF OF TOUS ON THIS ON WASHINGTON, COUNTY, OREGONS HORE BY THE TOUS OF THE PROPERTY OF THE PROPERTY

ATTEST: DIRECTOR OF RECORDS AND ELECTIONS WASHINGTON COUNTY OREGON ____

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DECLARATION OF UNIT OWNERSHIP

for

CAMERON HOUSE CONDOMINIUM

an Oregon Condominium

This Declaration submits to the provisions, restrictions and limitations of Oregon Unit Ownership Law, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as CAMERON HOUSE CONDOMINIUM, a condominium, lying and being in the County of Washington, State of Oregon, and described as:

The North half of Lot 16, SPENCER HOMESTEAD, in Washington County, Oregon. Excepting the West 173 feet of the South half of the North half of said Lot 16.

Recitals, Intent and Purpose

WHEREAS, RANDALL CONSTRUCTION CO., INC., an Oregon corporation ("Declarant"), is owner in fee simple of the above-described property and desires to submit said property to the condominium form of ownership, to be converted, handled and used in the manner provided by the Oregon Unit Ownership Law,

NOW, THEREFORE,

Declaration

Declarant hereby declares on behalf of itself,
its successors, grantees and assigns, as well as to any and all
persons having, acquiring or seeking to have or acquire any interest
of any nature whatsoever in and to any part of the property as
follows:

(1) Definitions.

Each of the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.505, and said statute and definitions are incorporated herein.

3321 (2) Land Description.

The land is located in the County of Washington, State of Oregon and is more particularly described on page 1 hereof.

(3) Name and Unit Description.

3.1 Name.

The name by which the property submitted hereunder shall be known is CAMERON HOUSE CONDOMINIUM.

3.2 Unit Description.

Other than in common, the owners of the respective units shall not be deemed to own the undecorated and/or unfurnished surfaces of the perimeter walls, floors, and ceilings surrounding their respective units, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for, or serve more than one unit, except as tenants in common with other unit owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations other type decorations.

In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the actual building or buildings.

3.3 Unit Designation.

The land submitted by this Declaration has five buildings thereon in which condominium units are located, which buildings are designated on page 1 of Exhibit "A", as buildings A through E. A copy of the plat is attached hereto as Exhibit "B".

Each unit will be furnished with an electric range, refrigerator, dishwasher and garbage disposal. The bathrooms and kitchens will have vinyl flooring with the remainder of the unit fully carpeted. Draperies will be provided for all windows of each unit.

There are four types of condominium units, denominated unit types "A" through "D", the location and floor plan of which are depicted on Exhibit "A". There are eleven type "A" units, six type "B" units, two type "C" and one type "D" unit.

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The five condominium buildings each contain four condominium uits (a total of 20), which are numbered as follows:

The units in Buildings A through D are numbered westerly to easterly, and those in Building E southerly to northerly as follows:

Building	Α	Units		through	
Building		Units	5	through	. 8
		Units	9	through	12
Building				through	
Building		Olites	17	through	20.
Building	E	UNICE	71	circonder	2.0

The condominium buildings are a combination of one and two-story wood frame construction on concrete foundation, with composition roofs. Type "A" units have a single floor design and the remaining type units all have two floors.

(4) General Common Elements.

The general common elements consist of a recreational building and facilities, swimming pool, 16 garages, 12 carports, uncovered parking spaces, fences, grounds, walkways, landscaping and basically all portions of the condominium that are not included in the living units. The porches and patios surrounding each unit will be restricted in use to the owner of said unit.

"A" type unit owners will be entitled to an ownership interest in the common elements of 4.6219%, and "B," "C," and "D" type unit owners will be entitled to such ownership of 5.5976%, 5.3537% and 4.8659%, respectively. Unit owners will be liable for the general expenses in the same percentages.

The 16 single car garages and 12 carports shall remain a porition of the general common elements. However, when the condominium units are sold a garage or carport will be assigned to each purchaser who pays the required additional consideration, and such assignment shall be indicated in the earnest money agreement. When the unit deeds are delivered to each individual purchaser, said deed shall indicate which carport or garage has been assigned to the particular unit purchaser. The garage and carport assignments will not be subject to subsequent change except with the agreement of the unit owners involved, approved by the Board of Directors. The 28 garages and carports are numbered 1-28 on Exhibit "A".

The general common elements shall be used in accordance with and subject to the following provisions:

4.1 Rules and Regulations Promulgated by the Association

No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without in

any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the Unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

4.2 Maintenance and Repair.

Maintenance and repair of the common elements shall be the responsibility of the Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses on aforesaid maintenance and repair shall be borne on the periodic basis determined by the Association in the same percentage as above set out for each Unit.

4.3 Income from Common Elements.

All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be divided among the unit owners in the same proportions as their percentage interest in the common elements. The Board of Directors may, in its discretion, disburse such income directly to the unit owners or use the funds to help meet the expense of maintaining the common elements.

(5) Limited Common Elements.

There are no limited common elements.

(6) Use of Property.

Each Unit is to be used as a single family dwelling.
The common elements shall be used for the furnishings of services,
facilities and for the enjoyment of the Units. No immoral, improper,
offensive or unlawful use shall be made of the property nor any
part thereof, and all valid laws, zoning ordinances and regulations
of the governing bodies having jurisdiction thereof, shall be
observed.

(7) Management of Affairs of the Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of

the property, and to prevent unreasonable interference with the use of the respective Units and of the common elements by the several Unit owners. The Board of Directors may retain an indivi dual (one of the Unit owners), a firm or corporation to act as manager of the property.

(8) Service of Process.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.365, is Ralph Vranizan and his place of residence is 12235 S. W. Lanewood, Portland, Oregon 97225.

(9) Adoption of Bylaws.

The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by reference made a part hereof, marked Exhibit "C," to govern the administration of the property.

9.1 Amendment.

The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Washington County, Oregon.

9.2 Compliance with Bylaws and Other Restrictions.

Each Unit owner shall comply with the Sylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his Unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any Unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations.

9.3 Legal Proceedings.

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved Unit owner.

Costs and Attorneys' Fees.

In any proceeding arising because of alleged default by a Unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable

attorneys' fees as may be determined by the court for the trial or any appeal thereof.

9.5 Waiver of Rights.

The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the association or unit owner to enforce such right, provision, covenant or condition in the future.

(10) Amendments to Declaration.

This Declaration may be amended from time to time by consent or approval of 75% or more of the unit owners holding 75% of the total percentage interest of the condominium.

(11) Subdivision

No unit may be subdivided into divisions of any nature.

(12) Covenants with the City of Beaverton.

The association shall maintain the common areas and elements of the condominium (including open spaces, recreational facilities and accessways) in the manner necessary to meet the standards lawfully required by the City of Beaverton under the authority of its ordinances, including but not limited to, ordinances relating specifically to the condominium property. Unit owners shall be assessed sufficient amounts to assure that the maintenance of common areas and elements conforms to such standards. The foregoing maintenance requirements shall continue as an obligation upon the property and the owners thereof, notwithstanding dissolution of the association or withdrawing of the property from unit ownership.

In the event the association is dissolved or for any other reason ceases to maintain the common areas and elements (including open spaces, recreational facilities and accessways), the City of Beaverton may perform any maintenance work it reasonably deems necessary and may impose a lien upon the units, and common elements appertaining thereto, for the reasonable value of said work. Any such lien may be enforced and foreclosed in the manner provided in ORS 223.505 to 223.650. Notwithstanding any other provisions of this declaration and the bylaws, the foregoing covenant and restriction shall not be amended, changed, revoked or terminated, in whole or in part, without the express written consent of the City of Beaverton.

(13) Mortgagee Provisions.

13.1 The Association of Unit Owners shall give the mortgaged written notice thirty days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

- 13.2 The Association of Unit Owners shall give the mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.
- 13.3 Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.
- 13.4 Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).
- 13.5 Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of unit owners of the condominium shall not:
 - (a) fail to employ a professional manager for the condominium project;
 - (b) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
 - (c) partition or subdivide any unit or the common elements of the project; or
 - (d) by act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Declaration to be executed this 14 day 1973.

MOTIO.

RANDALL CONSTRUCTION CO., INC.

Robert D. Randall, President

BOOK 947 PAGE 899

-7

3321 STATE OF OREGON County of Multnomah) Personally appeared the above-named ROBERT D. RANDALL and RALPH VRANIZAN, who being duly sworn, say that they are the President and Secretary, respectively, of RANDALL CONSTRUCTION CO., INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. Before me: Notary Public for Oregon My Commission expires: 3 Approved this Athday of October 1973

Marin Selin Chief Dreffman

Department of Assessment & Taxabion

Washington. County Ovegon

ENGINEER'S CERTIFICATE

The undersigned, a licensed registered engineer, hereby certifies that the foregoing plot and floor plan and drawings certities that the foregoing plot and floor plan and drawings of buildings, consisting of pages, attached hereto to be denominated pages of this Exhibit "A," as set forth in full, on the plot plan and buildings as constructed for the CAMERON HOUSE CONDOMINIUM; said floor plans fully and accurately depict the layout of CAMERON HOUSE CONDOMINIUM constructed in Beaverton, Washington County, Oregon. Said condominium structures were completed on the ISTA day of , 197<u>3</u>

Nale B. Hallon P.E. # 5780 s. <u>September 15</u>, 1973

STATE OF OREGON

County of M. Atnom

Personally appeared the within named and acknowledged the foregoing certificate to be his voluntary act and deed.

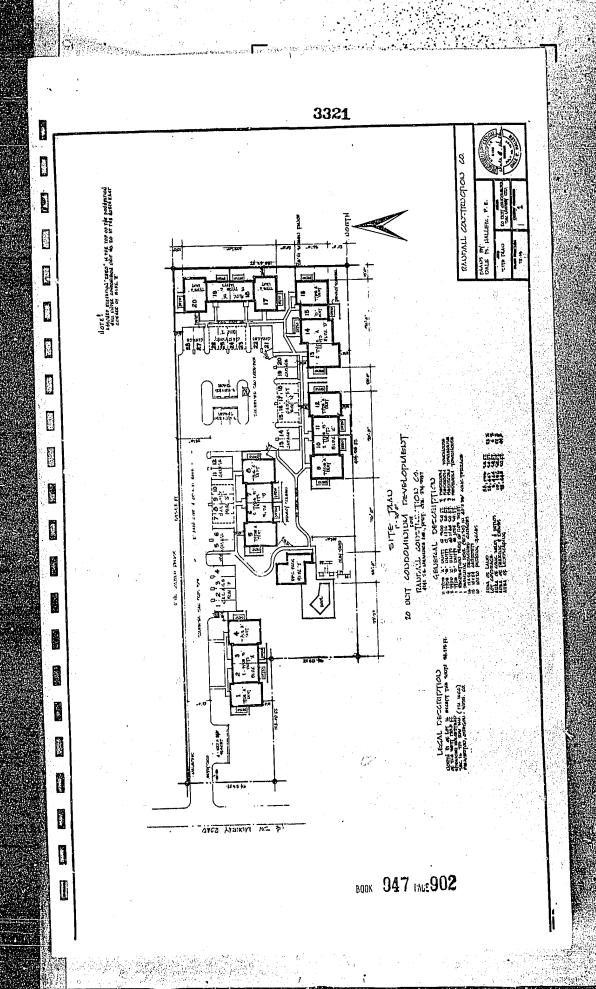
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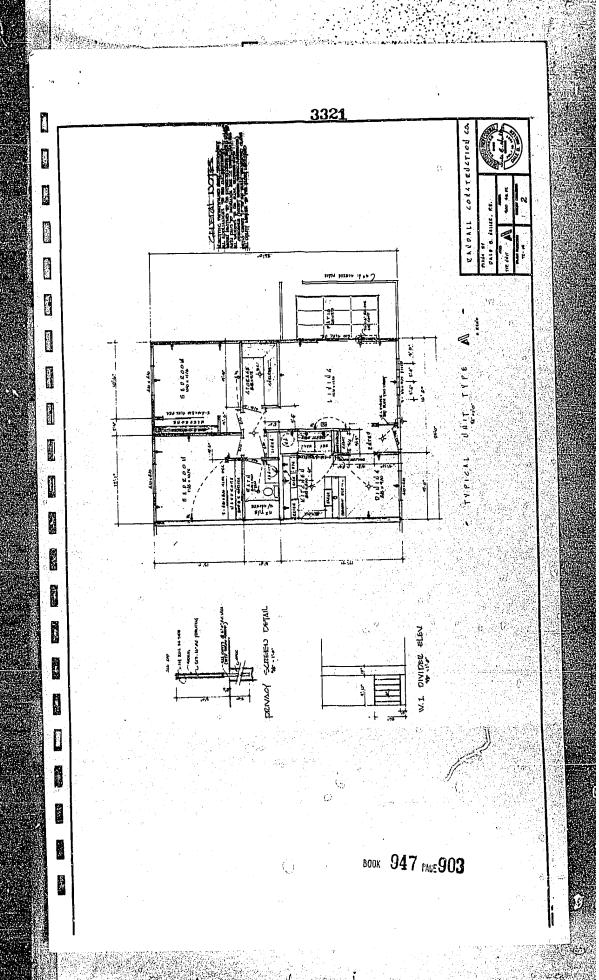
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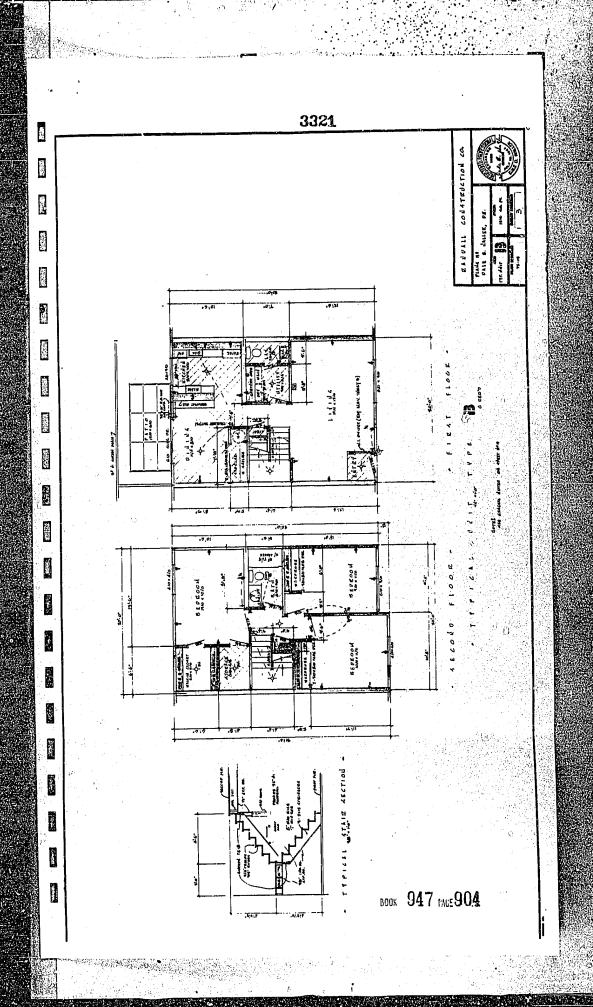
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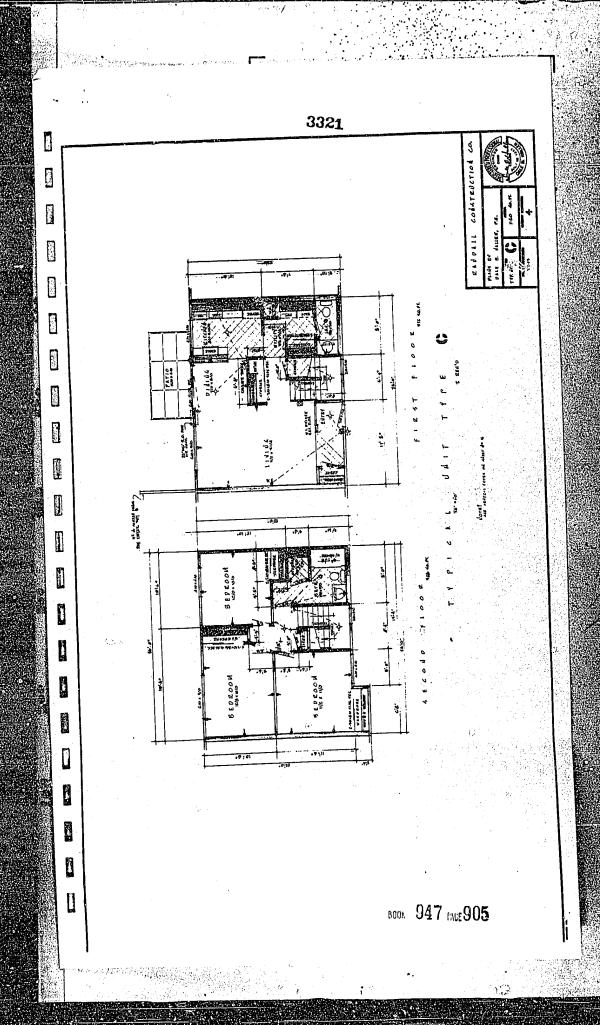
ENGINEER'S CERTIFICATE EXHIBIT "A"

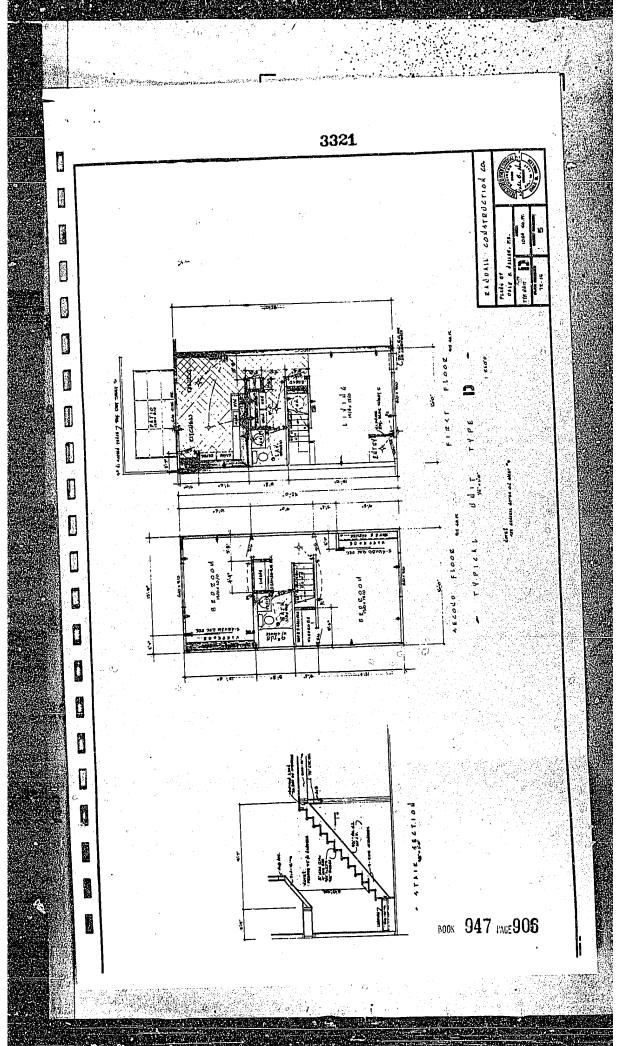
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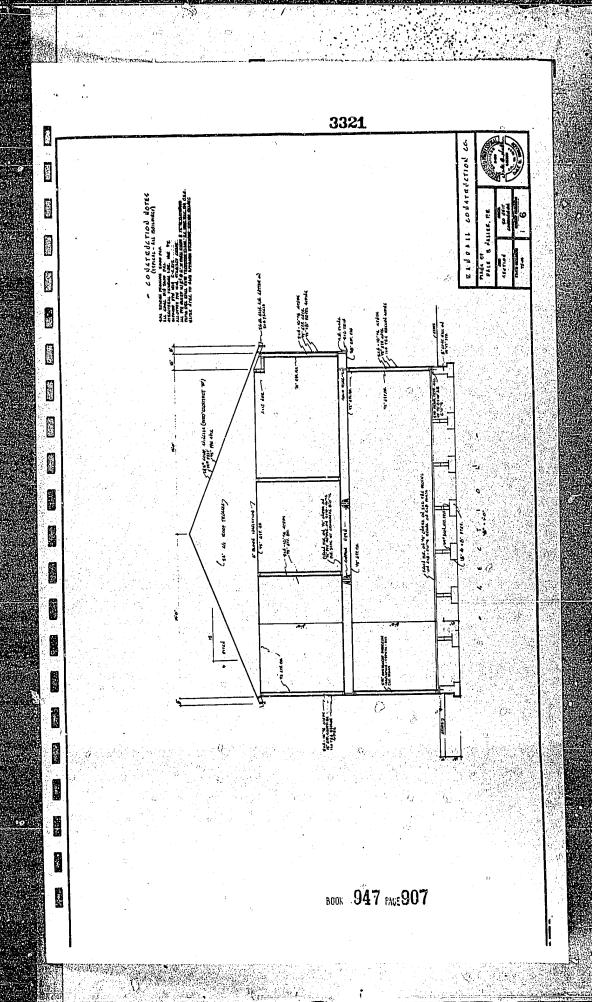


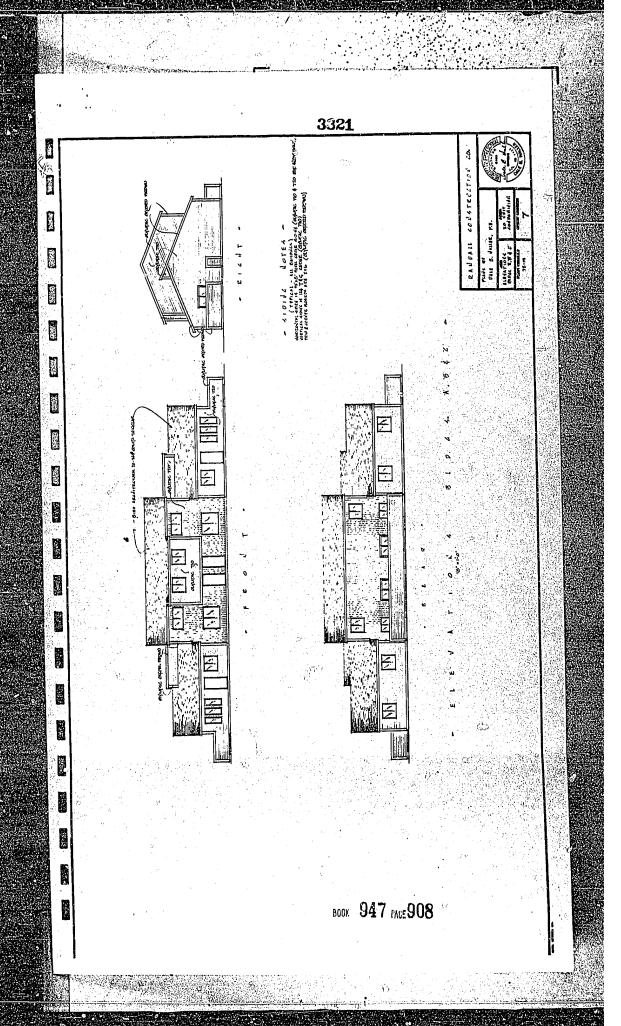


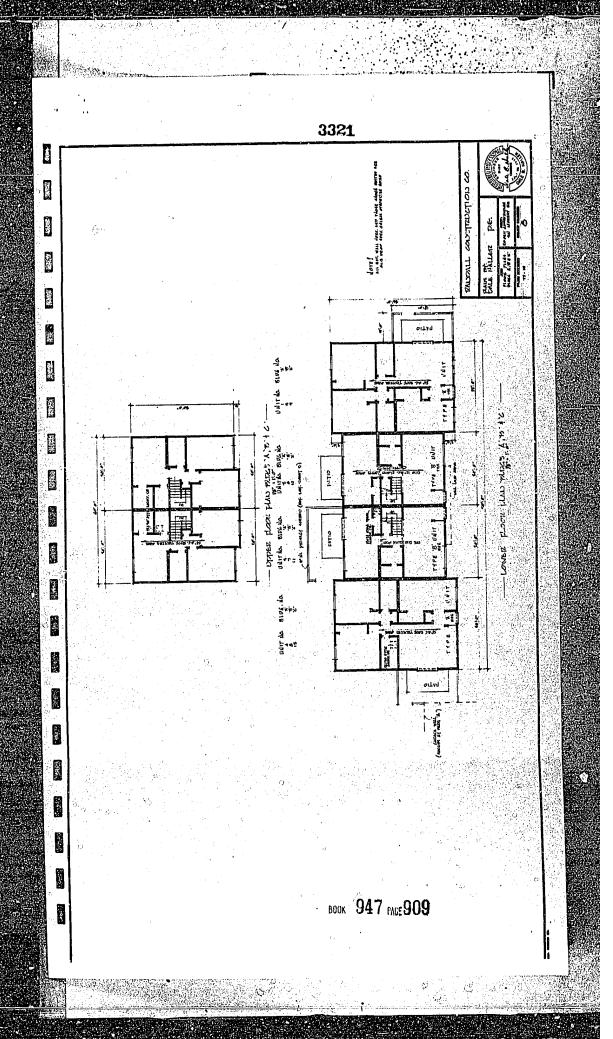


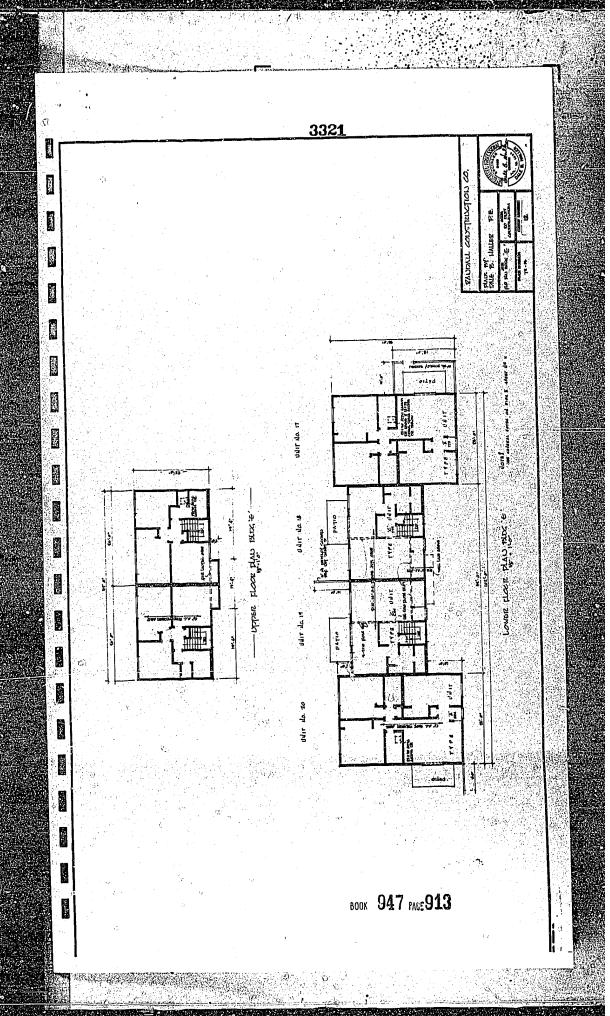


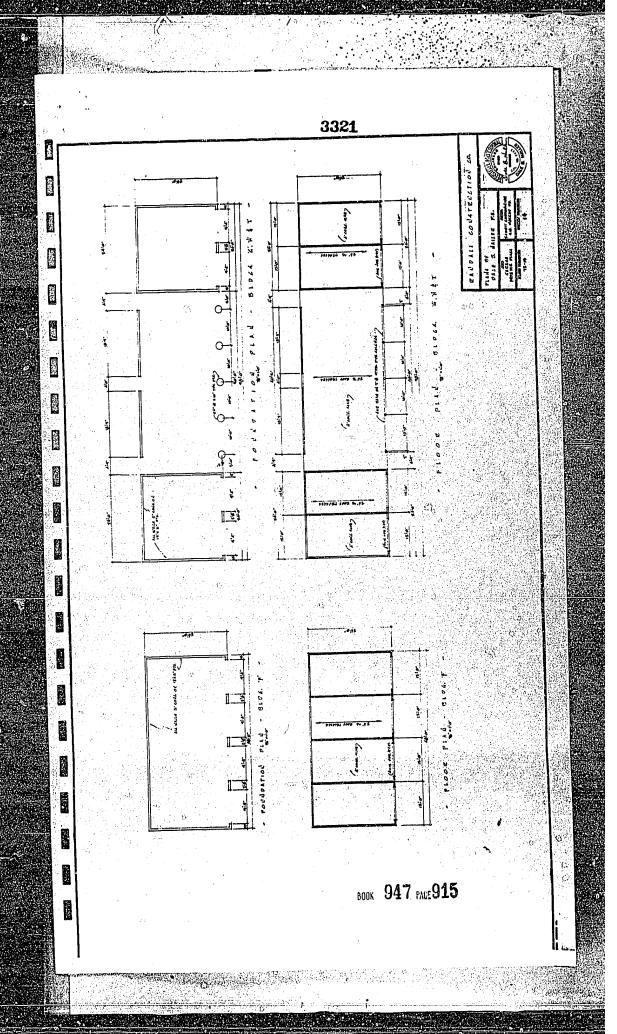


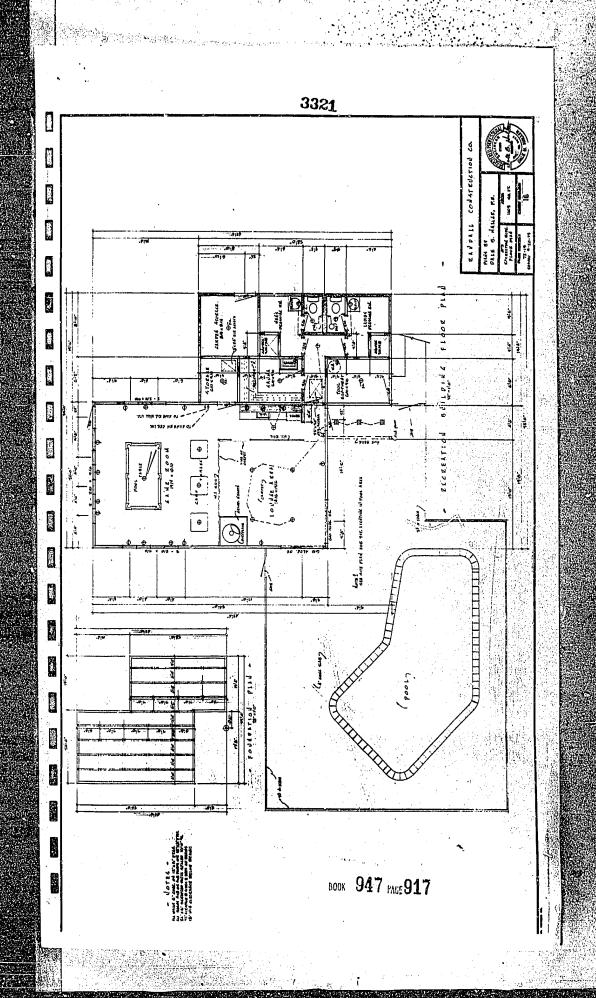












HOUSE CAMERON 3321 CONDOMINIUM DECLA Know SITUATED IN THE SW V4 SEC. IS, T IS, R IW, W.M. CITY OF BEAVERTON hereby map WASHINGTON COUNTY, OREGON then Initial Point rds IP N 89° 14' 20"E 532.81 4500 COUNT 1 1973 145th ale 1.50 89°11'20W - 128.00 Set 8:30" ¥ s autho S 89º 14' 20" W 404.88 REGISTERED PROFESSIONAL LAND SURVEYOR SURVEYORS CERTIFICATE

I John G Reppeta first being duly sword, depose and say that I have correctly surveyed and marked with proper monuments the lands represented on the annexed map of "CAMERON HOUSE" a condominum that as the initial point of said survey I set a galvanized from pipe, 2" in diameter by 36" in length, 6" below the surface of the ground at a point which is situated NORTH-126C.05 ft and NB* "1" 20"-1500 ft from the southwest corner of Sec. 16, T IS R IW, WM, said initial point being at the intersection of the east RIW line of SW 1858 Ave. and the north line of Lot 16, SPENCER HOMESTEAD, a duly recorded plat; from said initial point I ran N 89" 1" 20" E along the north line of said Lot 16, a distance of SB28 ft to the forth-east corner thereof; thance of SB28 ft to the south line of said Lot 16, a distance of 1882 ft to the south line of said Lot 16, a distance of 1882 ft to the south line of said Lot 16, thence SB? 11" 20" W along the south line of the north one-half of said Lot 16; thence SB? 11" 20" W along the south line of the north one-half of said Lot 16; thence NORTH a distance of 94.11" ft to a point in the south line of the north one-half of said Lot 16; thence SB? 11" 20" W along said south line, a distance of 12800 ft to a point in the east RIW line, a distance of 94.11 ft to the point line, a distance of 94.11 ft to the line of the north one-half of said Lot 16; thence SB? 11" 20" W along said south line, a distance of 94.11 ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to a point line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to the line of SW 1455 Ave. 11" ft to SURVEYORS CERTIFICATE J. Reports OREGON APPROV WASHIN Attest DIREC WASHI SUBSCRIBED AND SWORN
BEFORE ME This 3 d Day of August 1978 - Ochm & Golmson vission expires 4-9-77 TULK 947 INE918

CAMERON HOUSE

CONDOMINIUM

SITUATED IN THE SW 1/4 SEC. 16, T IS, R IW, W.M.
CITY OF BEAVERTON
WASHINGTON COUNTY, OREGON

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John & Reant

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mr. H. Reporte

OREGON
JOHN Q. REPPETO



SUBSCRIBED AND SWORN
BEFORE ME THIS STORY
OF AUGUST, 1973.
Qubm J. Debmaen
NOTATY PUBLIC FOR OREGON
BY COMMISSION EXPIRES LE-9-77

3321

DECLARATION

New all man by these presents: That Mandell Construction Company, an Oregon Corporation does thereby make, establish and declare the annexed may of Cameron House" to be a true and conrect map of the land owned and laid out by them as a condominium, said land being more particularly described in the Surveyors Certificate hereunto annexed and they do here by commit said land to the operation of the unit ownership law as laid out in Chapter 91, of the Oregon Reyised Statutes.

PRINOALL CONSTRUCTIONS CO. INC.

Solot D. Pandrel

MASSIGENT

Responsable

Secretary

STATE OF OREGON COUNTY OF WASHINGTON S.S.

This certifies that on this 3d day of Ary. 1733, personally appeared Robert A Randall and Ralph A. Vranizan, who being duly swom each for himself and not for the other, did say that the former is the president and that the latter is the secretary of Randall Construction Company, Incorporated, a corporation and that the seal affined to the foregoing instrument is the corporate seal of said corporation and that Said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: John L Johnson

NOTAY PUBLIC FOR CRESCY
My commission expires 4-19-77

APPROVALS
APPROVED THIS A day of OCU 1723
DIRECTOR OF REVENUE AND TRANSPON
WASHINGTON, COUNTY, OREGON,
BY
HATTERSON

Attest: PURECTOR OF RECORDS AND ELECTIONS WASHINGTON COUNTY, OREGON

Book 947 MIE 919

BYLAWS

OF

CAMERON HOUSE

ARTICLE I

PLAN OF FAMILY UNIT OWNERSHIP

Section 1. Family Unit Ownership. The project located in the City of Beaverton, County of Washington, State of Oregon, known as Cameron House is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 to 91.675.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the project, the owners, Association and the entire management structure thereof. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the 20 units (hereinafter referred to as "units") of the project or the mere act of occupancy of any said units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

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

Section 1. Membership in the Association. An owner of a family unit shall automatically, upon becoming the owner of a family unit, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason. Unit Ownership shall be determined, for all purposes of the declaration and the administration of the property, from the record of unit ownership maintained by the Association. The record shall be established by the unit owner filing with the Association a copy of the deed to his unit or land sale contract for his unit to which shall be affixed the

BOOK 947 PAGE 920

PAGE 1 - BYLAWS

certificate of the recording officer of the County of Washington, Origon, 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 land sale contract has been filed with the Association, as provided above showing him to be the current owner or contract purchaser of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all units for which no deed or land sale contract has been filed with the Association.

Section 2. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled shall be the percentage rights in the general common elements assigned to the family unit or units in the Declaration.

Section 3. Majority of Owners. As used in these Bylaws the term "majority of voting owners" shall mean those owners holding over 50% of the votes (general common elements) in accordance with the percentage assigned in the Declaration. "Majority of voting owners present" shall mean voting owners holding over 50% of the votes at any legal meeting.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of voting owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each 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. Voting may be by proxy ballot, as the Directors may elect, rather than at a formal meeting.

Section 6. 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. A purchaser under a land sale contract entitled to immediate possession of the premises shall be deemed the owner of the premises.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the family units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and, if required, arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided in the Declaration or these Bylaws, agent. Except as otherwise provided in the Declaration or these Bylaws, a majority of owners present at any legal meeting or meeting called for ballots. A legal meeting is one duly called pursuant to these Bylaws

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where a quorum is present in person or by proxy. A legal vote by ballot will require return of ballots of over 50% of the votes of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Initial Meeting. The initial organizational meeting will be held immediately after the completion of the condominium structure by notice to all owners of units not less than seven days before the meeting as to the time and place thereof.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held in the year 1974 and shall be set by action of the Board of Directors. This meeting, at the discretion of the Board of Directors may be changed, from time to time, but must be held annually under the rules and regulations as set out in the Bylaws. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by 10% or more of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the owners of the units or as otherwise set out in these Bylaws.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, special or meeting by ballot, stating the purpose the reach as well as the time and place it is a stating the purpose the reach as well as the time and place it. the purpose thereof as well as the time and place where it is to be held, to each owner of record at least 10 but not more than 60 days prior to such meeting or balloting. The mailing shall be to the address last given the Secretary in writing by the unit owner or his vendee. If unit ownership is split or being sold on a contract, his vendee. all shall be given notice. If no address is given, then mailing to the condominium unit will be sufficient. The mailing of a notice in the condominium unit will be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Adjourned Meetings. If any meeting of owners cannot meet 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 48 hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- Roll call.
- Proof of Notice of meeting or waiver of notice.

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- Reading of minutes of preceding meeting. Reports of officers.
- Reports of committees. (g)
- Election of inspectors of election. (f)
- Election of directors.
- Unfinished business. (h)
- New Business.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five persons, or more, as the existing directors unanimously agree, all of whom must be owners of an interest in units in the project, provided that husban and wife may not serve as Directors simultaneously.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

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

- Care, upkeep and surveillance of the project and the general common elements and the limited common elements, if any.
- Designation and collection of monthly assessments from the (b) owners in accordance with these Bylaws and the Oregon Unit Ownership Law.
- Pay all common expenses of the Association and set up a voucher system for such payment acceptable to and approved the Board of Directors with the proper number of signatories thereon as otherwise designated by said Board.
- Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common (d) elements and the limited common elements, if any.
- Lease, sublease or hypothecate in any manner the general or limited common elements, if any, of the condominium which ha or may have any income producing potential.
- Promulgation and enforcement of rules of conduct of Condomin owners, employees, and invitees and the use of restrictions thereof relative to all common elements. (See Article VI, Section 6).

The Directors shall have the right to settle all insurance claims of the Condominium Association or owner or owners thereof and give releases and proofs of loss to any insurance carrier, provided any two Directors sign the same.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. The managing agent shall have the right to contract with or lease from any unit owner, for the management of said unit, individually or collectively with other unit owners.

Section 5. Election and Term of Office. At the initial meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. Should more directors be added, the same sequential election terms shall apply as near as is practicable. At the expiration of the initial term of office of each respective Directors, 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 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected for the unexpired term at the next annual meeting of the Association.

Section 7. Removal of Directors. At any legal regular or special meeting, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may be then and there 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 8. Organization 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 legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. 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. Notice of regular meetings of the Board of Directors may be called by the Chairman on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 10. 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 three (3) 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 (as hereinabove provided) and purpose of the meeting.

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

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the 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 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible of Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairman, a Secretary, and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

Section 2. <u>Blection of Officers</u>. The officers of the Association may be elected by the Board of Directors at the organization meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

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 elected at any regular or special meeting of the Board of Directors.

Section 4. Chairman. The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the

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Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The Chairman shall be entitled to vote only in case of a tie vote at any such meeting and his vote shall be final.

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 have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities 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. 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 depositories as may from time to time be designated by the Board of Directors.

Section 7. <u>Directors as Officers.</u> Any Director may be an officer of the Association.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Soction 1. Assessments. All owners are obligated to pay monthly assensments imposed by the Association to meet all the project's general common expenses, which may include premiums for insurance required or permitted under Article VII of these Bylaws. The initial assessment shall be determined by the declarant and each purchaser-owner shall execute a consent to such initial assessment. The initial assessment shall thereafter be subject to review by the Board of Directors. Such assessments shall include payments of leases on real and personal property, if any, monthly payments to a reserve fund for replacements, a general operating reserve and may include monthly payments for a real and personal property tax reserve fund.

(a) The Association shall establish and maintain a Reserve Fund for Replacements, by the allocation and payment monthly to such reserve fund, an amount determined by the directors to be paid no loss often than monthly. The reserve fund is for the purpose of effecting replacements of structural elements, mechanical equipment and other general common elements of the Condominium. Payment into this fund shall be deemed a contribution to capital improvement as and when made. The annual payment of this fund may be increased from time to time by action of owners holding a majority of votes.

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(b) The Association shall establish and maintain a General Operating Reserve by allocation and payment thereto monthly of a sum equivalent to not less than 5 percent of the monthly assessments chargeable to the family unit owners in the Condominium for the general common expenses, pursuant to the Bylaws. Upon accrual in said General Operating Reserve Account of an amount equal to 15 percent of the current annual amount of assessments chargeable to the family unit owners in the Condominium pursuant to these Bylaws, the rate of such monthly allocations may be reduced from 5 percent to 2-1/2 percent by appropriate action of the Association, provided, however, that in the event withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 5 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to unit owners in the Condominium for the general common expenses pursuant to the Bylaws, such monthly deposits may be discontinued by appropriate action of the Associatio and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 2-1/2 percent rate until the 25 percent level is restored. This reserve is intend to provide for repairs and periods of special stress. Funds paid to this reserve shall be deemed payment for expenses incurred in the operation of the Condominium, and the Association as and when paid. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of a majority of the owners.

(c) In addition to the above, there may be created a Real and/or Personal Property Tax Fund. This fund shall be for the payment of real and personal property taxes of the project. It may be set up by the Association and may include the real property taxes on the individual units, the general and limited common elements, if any, appertaining thereto, and any personal property taxes that may be applicable thereto. This fund may be partial in that it covers only a portion of the units of the project as the Board of Directors shall decide.

Nothing in this section shall prevent the mortgagee or beneficiary under a deed of trust (both hereafter referred to as "mortgagee") of any unit requiring the owner of such unit to maintain a reserve fund for property taxes. If said mortgagee does require such a reserve, a unit owner so affected shall not be required to maintain a reserve for taxes with the Association.

Each reserve fund shall be kept and accounted for in a separate fund with a safe and responsible depository and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies and shall also be kept in the depository.

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No unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective units increases in proportion to each unit's right to receive maintenance and replacement therefrom. The Association, however, cannot accumulate and hold any income derived from said reserves and must distribute any investment income received, in the same proportion as the reserves were created, on or before December 31 of each year.

Section 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and/or facility damaged through his fault, not otherwise covered by insurance owned by the Condominium Association for the owner's and Association's benefit.

Section 3. Use of Family Units - Internal Changes.

- (a) All living units shall be utilized for residential living only, private or commercial, and all common elements shall be used in a manner conducive to such purposes. However, the Board of Directors shall have the right to expand any common area functions to include any compatible income producing activity.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of General Common Elements and Limited Common Elements.

An owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways, and other project 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. Such areas shall be used for no purpose other than what is normal.

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Section 5. Right of Entry.

- (a) In case of an emergency originating in or threatening his unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.
- (b) An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association.
- (c) If any portion of the common elements encroaches upon a family unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the family units agree that minor encroachment of parts of the common elements due to such rebuilding shall be allowed and an easement shall exist for such purpose.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements; or posters or signs of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association created by the Board of Directors.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades, decks or terraces of the project.
- (d) It is prohibited to hang or shake dust rags, mops, etc., from the windows or porches or terraces, or to clean rugs, mops, etc., by beating on any exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior

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of the project or cause them to protrude through the walls or the roof of the project except as authorized by the Association. No window guards, awnings or shades shall be installed without the prior consent of the Board of Directors.

- (g) No exterior antennas shall be allowed except those installed by the Association.
- (h) Curtains and drapes shall be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.
- (i) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules necessary to govern the use of any general or limited common element parking areas by which all owners and other uses shall be Lound.
- (j) Vehicular traffic on the streets and drives within the property will be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks.
- (k) Recreational buildings and facilities and play areas, all common garden and patio areas are provided for the use of the owners and their guests. Rules and Regulations will be posted setting out the hours the various facilities will be available and the conditions attendant thereto. Compliance with the rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.
- (1) The Directors may restrict the use of the general or limited common elements to specific unit owners as may be necessary and reasonable in the over-all use of said elements and for the best interest of the Condominium as a whole.

Section 7. Default. Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the family unit to the obligations of these Bylaws and of the Oregon Unit Ownership Law, and in addition thereto, any default by the owner in any provisions of these Bylaws or of the Oregon Unit Ownership Law shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the family unit is subject.

ARTICLE VII

INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, and including insurance for such other risks of a similar or dissimilar

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nature as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, which insurance shall be governed by the provisions in this numbered section.

Section 1. Types of Insurance Policies. 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:

- (a) A policy, or policies, of fire insurance with the extended coverage endorsement, for the full insurable replacement value of all units and common areas, and such other fire and casualty insurance as the Board of Directors shall determine to give substantially equal or greater protection to the owners, and their mortgagees, as their respective interests appear, which said policy, or policies, shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each condominium, if any.
- (b) A policy, or policies, insuring the Association, its Board of Directors, the unit owners, and the manager against any liability to the public or the owners of units and of the common areas, and their invitees or tenants, incident to the ownership or use of the Project, and including the personal liability exposure of the owners. Limits of liability under such insurance shall be not less than \$200,000 for bodily injuries nor less than \$100,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and to be increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements 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.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- (d) A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors.
- Section 2. Insurance Companies Authorized. All policies shall be written in a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA", or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.
- Section 3. Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided,

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however, that where a first mortgagee has been designated as a loss payee by a unit owner, such mortgagee shall be entitled to settle losses as to the mortgaged unit, provided that the loss which occurs is severable.

Section 4. Prohibition of Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

Section 5. Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his unit in excess of one thousand dollars (\$1,000.00). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article VI, Section 3(b).

Section 6. Provisions in Insurance Policies. The Board of Directors must 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 Project 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 Project 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 any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.
- (e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest 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 non-payment of premiums.
- (f) 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.

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Section 7. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association of Unit Owners and such review shall include an appraisal of all improvements to the Project by a representative of the insurance carrier writing the master policy.

ARTICLE XIII

DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceed of the master policy, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster, with each unit and the common area 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 buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings 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. However, if three-fourths, or more, in value of all the buildings are destroyed or substantially damaged and if the owners holding at least three-fourths interest in the common elements do not, voluntarily, within one hundred (100) days after such destruction or damage, make provision for reconstruction, the manager or Board of Directors shall record; with the County Recorder, a notice setting forth such facts and upon the recording of such notice:

- (a) The Project shall be deemed to be owned in common by
- (b) The undivided interest in the Project owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common areas.
- (c) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the Project.
- (d) The Project shall be subject to an action for partition at the suit of any owner, in which the net proceeds of sale, together with the net proceeds of the policies of insurance

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on the Project, if any, shall be considered as one fund and shall be divided among all of the owners in a percentage equal to the percentage of undivided interest owned by each owner in the general common areas, after first paying out of the respective shares of the owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Project owned by each owner.

Section 3. Architectural Changes After Damage or Destruction.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners to amend these bylaws, cause an amendment to be made to the Project documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the Project, or any buildings thereof, by fire, casualty, or any other disaster is so great as to require the substantial reconstruction of the whole of said Project, or said buildings. Any such amendment of such Project documents shall be valid only upon (1) the recording thereof with the recording officer of Washington County and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the Project, or building, affected by such amendment.

ARTICLE IX

AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association in a duly constituted meeting or ballot meeting called for such purpose and no amendment shall take effect unless approved by owners holding 75% or more of the percentage voting rights as otherwise set forth in the Declaration Any such amendment shall be recorded in the Washington County Deed Records signed by the Chairman and certified by the Secretary that such amendment has been approved at a legally called meeting of the Association of Unit Owners by vote of unit owners holding 75% or more of the common element ownership.

ARTICLE X

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Management Agent, if any, or the Chairman of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall report, at the request of the mortgagee of a unit, any unpaid assessments due from the owner of such unit.

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Section 3. <u>Definition of Mortgagee</u>. Mortgagee as used in these bylaws shall include the beneficiary of a trust deed or a contract seller.

ARTICLE XI

COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law, which are incorporated herein. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XII

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 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 (including attorneys' fees) judgments. fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding 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 proceed ing 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 should it be proven at a later time that said person had no rights to payments made. 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 XIII

SUITS AND ACTIONS

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the

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enforcement of any provisions of the Bylaws or of the Oregon Unit Ownership Law, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action including a reasonable attorney's fee to be fixed by the trial court and in the event of an appeal of the cost of the appeal; together with a reasonable attorney's fee in the appellate court to be fixed by such court. In any foreclosure suit against a unit, the unit owner or owners may be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent.

ARTICLE XIV

COVENANTS WITH THE CITY OF BEAVERTON

The association shall maintain the common areas and elements of the condominium (including open spaces, recreational facilities and accessways) in the manner necessary to meet the standards lawfully required by the City of Beaverton under the authority of its ordinances, including but not limited to, ordinances relating specifically to the condominium property. Assessments against unit owners pursuant to these bylaws shall be made in sufficient amounts to assure that the maintenance of common areas and elements conforms to such standards. The foregoing maintenance requirements shall continue as an obligation upon the property, and the owners thereof, notwithstanding dissolution of the association or withdrawing of the property from unit ownership.

In the event the association is dissolved or for any other reason ceases to maintain the common areas and elements (including open spaces, recreational facilities and accessways), the City of Beaverton may perform any maintenance work as it reasonably deems necessary. The City may impose a lien upon the units and common elements appertaining thereto, for the reasonable value of any such work performed by it. Any such lien may be enforced and foreclosed in the manner provided in ORS 223.505 to 223.650. Notwithstanding any other provisions of these bylaws, the foregoing covenant and restriction shall not be amended, changed, revoked or terminated, in whole or in part, without the express written consent of the City of Beaverton.

ARTICLE XV

MORTGAGEE PROVISIONS

Section 1. The Association of Unit Owners shall give the mortgagee written notice thirty days prior to the effective date of (i) any change in the condominium documents, and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

Section 2. The Association of Unit Owners shall give the mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.

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BOOK 947 PAGE 936

Section 3. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

Section 4. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 5. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of unit owners of the condominium shall not:

- A. Fail to employ a professional manager for the condominium project;
- B. Change the prorata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
- C. Partition or subdivide any unit or the common elements of the project; or
- D. By act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project.

These Bylaws are hereby adopted by Randall Construction Co., Inc., developer of Cameron House Condominium, as the official Bylaws of the Cameron House Condominium Association of Unit Owners.

DATED this W day of RANDALL CONSTRUCTION CO., INC.

By Robert Randall, President

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PAGE 18 - BYLAWS

STATE OF OREGON

County of

Personally appeared ROBERT RANDALL and RALPH VRANIZAN, who being duly sworn, did say that they are the President and Secretary of RANDALL CONSTRUCTION CO., INC., respectively, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they acknowledged said instrument to be its voluntary act and deed. deed.

BEFORE ME:

Notary Public for Oregon

My Commission expires: 3-25-77

STATE OF OREGON STATE OF Washington

BOOK 947 PAGE 938

PAGE 19 - BYLAWS

AMENDMENT TO THE DECLAPATION OF UNIT OWNERSHIP
FOR CAMERON HOUSE CONDOMINIUM

The Declaration of CAMERON HOUSE CONDOMINIUM, recorded the 4th day of October, 1973, in the Deed Records of Washington County, Oregon, Volume 947, Pages 893 through 938, is hereby amended by the addition of the following Subsection 14:

(14) Occupancy Restriction.

- 14.1. Except as hereinafter provided in this Subsection 14, no unit in the condominium may be occupied by a permanent resident under the age of 18. For purposes of this Subsection, a permanent resident shall be deemed to be a person who intends or for whom it is intended to continuously occupy a unit for a period exceeding 30 (thirty) days, or a person who in fact occupies a unit for a continuous period exceeding 30 (thirty) days. Continuous occupancy shall have occurred if a person habitually occupies a unit, notwithstanding that such habitual occupancy may be other than every night of a 30 day period.
- 14.2. A unit owner shall be exempt from the provisions of this Subsection for a period of one year after the birth, adoption or becoming the legal guardian of a child. Provided, however, such unit owner in order to qualify under this Subsection shall have been a unit owner for a period of at least 6 (six) months prior to the birth, adoption or existence of a legal guardianship.
- 14.3. Upon unanimous agreement in writing of the

PAGE 1 - AMENDMENT

BOOK 992 PAGE 25

the Recording Return To: John Kein 1894 S.W. Munney Rd Esert S.W. Munney Rd Exerciting, Oregon, 97005

unit owners, the six month period set forth in Subsection 14.2 may be waived. Such unanimous written consent shall be placed in the minute book of the Association of Unit Owners and preserved therein for a period of at least one year from the time of the consent.

This document may be executed in several counterparts.

EXECUTED this 19th day of May 1974, by

all of the unit owners of Cameron House Condominium.

Unit 1:

Packard Kahn

Unit 2:

Left & Spolond May Mayore Walnet

Unit 3:

Unit 5:

June Stemme

Unit 6:

Hore Helerman

Unit 8:

See attached

Unit 9:

Am J Van Jaden

PAGE 2; - AMENDMENT

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PAGE 3 - AMENDMENT

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County (of Wishington)	ss. May 1911, 1974
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TAL SIL CAMERON H	OUSE CONDOMINIUM, and acknowledged
the foregoing instrument t	o be their voluntary act and deca.
C BEFORE ME:	MOTARY PUBLIC FOR OREGON (NY Commission Expires: 10/2/74)
CENTRAL OF ORECON	
county of Washington	ss. 1 May 20th, 1974
Personally appeared b	efore me the above-named Lyle B
Walved and Mayore Unit No. 2 in CAMERON H	before me the above-named Lyle Downward, being the owners of HOUSE CONDOMINIUM, and acknowledged to be their voluntary act and deed.
	o be their voluntary act and deed.
6 BEFORE ME:	NOTARY PUBLIC FOR OREGON No Commission Expires: 10/12/74
STATE OF OREGON	그러워 된다는 그 하는 나는 아이들을 보고 있었다. 경찰을 가득 밝혀졌다.
119 achuration	ss. May 2/5t, 1974
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Unit No. 3 in CAMERON I	HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument	to be thear voluntary act and deed.
BÉFORE ME:	NOTARY FUBLIC FOR OREGON (by Commission Expires: 10/12/14)
STATE OF OREGON) On 1715t
County of Washington	ss. May 2/5t, 1974
Personally appeared	be a re me the above-named where of
Anit No. 4 in CAMERON	HOUSE CONDOMINIUM, and acknowledged to be their voluntary act and deed.
BEFORE ME:	Of Design
	NOTARY PUBLIC FOR OREGON /2 /74
	by Commission Expires: 10/12/74

County of Washington ss. May 30 th, 1974
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CAMERON HOUSE CONDOMINIUM, and acknowledged
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BEFORE ME: NOTARY PUBLIC FOR OREGON (1/2/201
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STATE OF OREGON SS. May 19th, 1974
County of Woshington ss. May 19m, 1974
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Personally appeared before me the above hamed person to being the owners of being the owners of and acknowledged
Unit No. 6 in CAMERON HOUSE CONDOMINIUM, and acknowledged the foregoing instrument to be their voluntary act and deed.
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BEFORE ME: NOTARY PUBLIC FOR OREGON Commission Expires:
STATE OF OREGON SS. June 67, 1974
STATE OF OREGON SS. June 6, 1974
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Unit No. / in CAMERON HOUSE CONDOMINION, and acknowledge in Cameron to be their voluntary act and deed.
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BEFORE ME: NOTARY PUBLIC FOR OREGON (12)
My Commission Expires: 19/12/74
STATE OF OREGON ss. 1974
County of
Personally appeared before me the above-named being the owners of
Personally appeared before me the above name of and and and in CAMERON HOUSE CONDOMINIUM, and acknowledged Unit No. 8 in CAMERON to be the voluntary act and deed.
Unit No. 8 in CAMERON HOUSE CONDUNTATION, and deed. the foregoing instrument to be their voluntary act and deed.
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BEFORE ME: YOUNG CULLY NOTARY PUBLIC FOR OREGON / - /-	
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the foregoing instrument to be their voluntary act and deed.	
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"Unit No A 7 in CAMERON HOUSE CONDOMINIUM, and acknowledged	rish su Piger
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county of Washington ss. May 20 th, 1974
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Personally appeared before me the above-named Wakon O.
Thorstand and , being the owners of Unit/No. 13 in CAMERON HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument to be their voluntary act and deed.
BEFORE ME: NOTARY PUBLIC FOR OREGON. / L.
My Commission Expires: 10/12/74/
STATE OF OREGON Ss. May 77d, 1974
County of Washington) ss. May 2 24, 1974
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STATE OF OREGON) Qualitate
ss. Much 19, 1974
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Lucker and Georgia Jucker, being the owners of
Unit No. /5 in CRMERON HOUSE CONDONINIUM, and acknowledged the foregoing instrument to be their voluntary act and deed.
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the foregoing instrument to be their voluntary act and deed.	C
BEFORE ME: NOTARY) PUBLIC FOR OREGON My Commission Expires: 3-25-79	
County of Washington ss. (me/2/h, 1974	
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unit No. / in CAMERON HOUSE CONDOMINIUM, and acknowledged	
the foregoing instrument to be their voluntary act and deed.	12.00
BEFORE ME: NOTARY PUBLIC FOR OREGON	
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STATE OF OREGON) SS. May 19th, 1974	
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the foregoing instrument to be their voluntary act and deed.	
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My Commission Expires: 107/2/19	
county of Washington) ss. May 70 4, 1974	
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Personally appeared before me the above-named and A	
"Unit No. 10 in CAMERON HOUSE CONDOMINIUM, and acknowledged the foregoing instrument to be their voluntary act and deed.	
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NOTARY PUBLIC FOR OREGON /2 /2//	
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BOOK 992 PAGE 36 GEXECULAR THOMSSEN, Director of Records & Electrica	
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AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP
FOR CAMERON HOUSE CONDOMINIUM

The Declaration of CAMERON HOUSE COMDOMINIUM, recorded the 4th day of October, 1973, in the Deed Records of Washington County, Oregon, Volume 947, Pages 893 through 938, is hereby amended by the addition of the following Subsection 14:

(14) Occupancy Restriction.

- 14.1. Except as hereinafter provided in this Subsection 14, no unit in the condominium may be occupied by a permanent resident under the age of 18. For purposes of this Subsection, a permanent resident shall be deemed to be a person who intends or for whom it is intended to continuously occupy a unit for a period exceeding 30 (thirty) days, or a person who in fact occupies a unit for a continuous period exceeding 30 (thirty) days. Continuous occupancy shall have occurred if a person habitually occupies a unit, notwithstanding that such habitual occupancy may be other than every night of a 30 day period.
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- 14.3. Upon unanimous agreement in writing of the

PAGE 1 - AMENDMENT

BOOK 992 PAGE 37

Jan. Bedelang return to John Kain Munay Rd. 5596, S.W. Munay Rd. Beauchen, Ore, 97005

unit owners, the six month period set forth in Subsection 14.2 may be waived. Such unanimous written consent shall be placed in the minute book of the Association of Unit Owners and preserved therein for a period of at least one year from the time of the consent.

ll of the unit owners of Camero	n House Condominium.
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nit-4i	
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unit 8:x Vanzene Sanzi Greber Sa	Jaroh Sayoko Yozhimo
Unit 918	

AMENDMENT

STATE OF OREGON) 88.
County of	
	before me the above-named , being the owners of
Unit No. and CAMERON	HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument	to be their voluntary act and deed.
BEFORE ME:	THE RULE WILLIAM OF THE COLUMN
	NOTARY PUBLIC FOR OREGON My Commission Expires:
STATE OF OREGON) } ss. , 1974
County of) ss, 19/4
Personally appeared	before me the above-named , being the owners of
Unit No in CAMERON	HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument	to be their voluntary act and deed.
BEFORE ME:	
	NOTARY PUBLIC FOR OREGON My Commission Expires:
STATE OF OREGON) (3/1 107
Ocounty of Mashington) ss. June 3rd , 1974
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Moshine to and	, being the owners of
Unit No. 2 in CAMERON the foregoing instrument	before me the above-named Mandows, being the owners of HOUSE CONDOMINIUM, and acknowledged to be their voluntary act and deed.
BEFORE ME:	I) MUNDOLLUI
	MOTARY PUBLIC FOR OREGON
HAWKI	Webs.
STATE OF GENERAL COUNTY OF HONOLULY,	ss. <u>May 28</u> , 1974
County of HONOLULY,	
Dorgonally anneared	d before me the above-named LAWRENCE
SAMI Yashmoto and Sarah	Sayoko Veshimato, being the owners of N HOUSE CONDOMINIUM, and acknowledged
Unit No. 6 in CAMERO the foregoing instrumen	N HOUSE CONDOMINIUM, and acknowledged to be their voluntary act and deed.
BEFORE ME:	a o rellans
	NOTARY PUBLIC FOR OBESION HAWAII
	My Commission Expires: Aug. 9, 1976
	NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT STATE OF HAWAII MY COMMISSION EXPIRES AUG. 9, 1976
the second of th	BOOK 992 PAGE 39.

AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP
FOR CAMERON HOUSE CONDOMINIUM

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- 14.3. Upon unanimous agreement in writing of the

PAGE 1 - AMENDMENT

BOOK 992 PAGE 40

After secreting return to John Kim Hunay At 559c S.W. Munay At Beavier One. 9705

unit owners, the six month period set forth in Subsection 14.2 may be waived. Such unanimous written consent shall be placed in the minute book of the Association of Unit Owners and preserved therein for a period of at least one year from the time of the consent.

all of the unit of	owners of Cameron House Condominium.
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PAGE 2 - AMENDMENT

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Unit 10:	
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Unit 13:	
Unit 14:	
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Unit 19:	
Unit 20:	
PAGE 3 - AMENDMENT	
) DOOK	992 PAGE 42

STATE OF OREGON	.) T. 18 - 1일 : 19 - 19 - 19 - 19 - 19 - 19 - 19 - 19
County of) ss, 1974
Personally appeared	before me the above-named
and	heing the owners of
Unit No. in CAMERON	HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument	to be their voluntary act and deed.
BEFORE ME:	
	NOTARY PUBLIC FOR OREGON
	My Commission Expires:
STATE OF OREGON	
County of) ss, 1974
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Personally appeared	before me the above-named
and	before me the above-named , being the owners of
Unit No. in CAMERON	HOUSE CONDOMINIUM, and acknowledged
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STATE OF OREGON)
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Unit No. in CAMERON	, being the owners of HOUSE CONDOMINIUM; and acknowledged.
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W	NOTARY PUBLIC FOR OREGON
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CINSTIC A) ss. 6/2/ , 1974
STATE OF OREGON OUNTY OF Washington	
4000	- (Youl) H
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Init NO IN CAMERON	HOUSE CONDOMINIUM, and acknowledged
the foregoing instrument	to be their voluntary act and deed.
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BEFORE ME:	Shulloun
	NOTARY PUBLIC FOR OREGON
	My Commission Expires: 10/12/74/
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To be recorded in the Deed Records.

CARPORT ASSIGNMENT

WHEREAS, the Declaration of Unit Ownership for CAMERON HOUSE CONDOMINIUM was recorded in the Deed Records of Washington County, Oregon on October 4, 1973 in Eook 947, Pages 893 through 938; and

WHEREAS, such Declaration provides that the garages and carports of such project are general common elements and further provides that the use of any specific garage or carport may be assigned to the owner of a specific unit by the Declarant, Randall Construction Co., Inc.; and

WHEREAS, the following paragrops/xxxx carport(s) have not been previously assigned and the Declarant now desires to make such assignment,

NOW, THEREFORE,

7, 8, 9 and 10

CAMERON HOUSE CONDOMINIUM HOMEOWNER'S ASSOCITION

("Assignee"), owner(s) of Unit No. N/A of Cameron House
Condominium. Said Assignee shall have the right to reassign
the use of said garage(s)/carport(s). Provided, however,
such assignment shall be made only to another unit owner
or purchaser and shall be signed by the Chairman of the
Board of Directors of the Association of Unit Owners, signifying
the approval of said Board of Directors.

RANDALL CONSTRUCTION CO. ANC.

By
Robert D. Randall, President

By
Ralph Vranizan, Secretary

STATE OF OREGON

SS. October 31 , 1974

County of Multnomah

Personally appeared the above named ROBERT D. RANDALL and RALPH VRANIZAN, who being duly sworn did say that they

BOOK 1000 PAGE 542

are the President and Secretary, respectively, of RANDALL CONSTRUCTION CO., INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

ommission Expires:

STATE OF OREGON

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Con-veyances for said county, och hersby certify that the within instrument of writing was received and recorded in book of records

No.of sold County

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BOOK 1000 PAGE 543

STATE OF OREGON

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County of Washington

I, Jerry R. Hanson Director of Assessment and Maction and Explicitly that the withy instrument providing Segreceived and reperced in book of a code of eald county at the withy instrument providing Segreceived and reperced in book of a code of eald county at the code of eald code of eald code of eald county at the code of eald code of eald code of e

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After Recording Return To:

Alliance Properties 3800 SW Cedar Hills Blvd., #228 Beaverton, OR 97005-2035

BYLAWS OF THE "CAMERON HOUSE HOMEOWNERS ASSOCIATION"

OWNERS OF "CAMERON HOUSE"

ARTICLE I PLAN OF UNIT OWNERSHIP

1.1 Name and location.

These are the Bylaws of the "CAMERON HOUSE HOMEOWNERS ASSOCIATION", A Condominium, (hereinafter called the "Association"), an Oregon Non-Profit Corporation. Cameron House, A Condominium (hereinafter called the "condominium") is located on or near 5540-5596 SW Murray Blvd., Beaverton, Washington County, Oregon 97008, and has been submitted to the Oregon Condominium Act by a Declaration filed simultaneously with this document. The location of the Condominium is more specifically described in the declaration,

1.2 Principal Office.

The principal office of the Association shall be located at 5540-5596 SW Murray Blvd., Beaverton, Oregon 97008 or such other address as may be designated by the Board of Directors from time to time.

1.3 Purposes.

This Association is formed under the Provisions of the Oregon Condominium Act and the Oregon Non-Profit Corporation Law to serve as the means through which the Owners may take action with regard to the administration, management and operation of the Condominium.

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1.4 Applicability of Bylaws.

The Association, all Owners, and all persons using the Condominium property shall be subject to these Bylaws and to all rules and regulations which may be promulgated thereunder.

1.5 Composition of Association.

The Association shall be composed of all the Unit Owners of the Condominium, including Alliance Properties, (the managing agent), and it's successors and assigns (hereinafter, "the Declarant"), and the Association itself, to the extent any of these own any unit or units of the Condominium.

1.6 Incorporation and Bylaws.

The Declarant, prior to the recording of the Declaration and Bylaws of Cameron House, A Condominium, has filed with the Oregon Corporation Commissioner Articles of Incorporation establishing the Association as a non-profit corporation in conformance with the Oregon Condominium Act and the Oregon Non-Profit Corporation Law. These Bylaws shall be adopted as the corporate Bylaws of the Association at the initial meeting of its Board of Directors.

1.7 Definitions.

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

1.8 Authority of Association.

The Association's authority shall include all powers related to its purpose granted by the Oregon Condominium Act, regardless of whether or not the Association is incorporated. The authority will, however, be subject to express limitations established by the Non-Profit Corporation Law and the Declaration and these Bylaws.

ARTICLE II ORGANIZATION AND MEETINGS OF THE ASSOCIATION

2.1 Place of Meetings.

The Association shall hold meetings at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors from time to time.

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2.2 Transition Committee Meeting.

The Declarant shall call a meeting of the Unit Owners for the purpose of forming a transitional committee in accordance with ORS 100.205. The committee purpose and duties shall be set forth in Section 3.3 of these Bylaws and the Act. The Declarant will give notice to the Unit Owners at least ten (10) days but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If this meeting is not called by the Declarant ant within the time specified, the meeting may be called and notice given by a Unit Owner. If the Owners other than the Declarant do not select Unit Owners for the committee, the Declarant shall have no further responsibility to form the committee.

2.3 Turnover and First Organizational Meeting.

2.3.1 Notice of Turnover Meeting.

Within thirty (30) days from the date of incorporation, the Declarant shall give notice of a meeting as provided for in this Article of the Bylaws. This notice shall state that the purpose of the meeting is intention of the Declarant to relinquish its administrative control of the Association to the Unit Owners. If the Declarant fails to call the meeting, any Unit Owner or mortgagee may call the meeting. The expense of giving notice shall be paid or reimbursed by the Association. The notice shall include a petition upon which the Unit Owners may submit nominations for the Board of Directors.

2.3.2 Purpose of Turnover and First Organizational Meeting.

At the turnover meeting the Declarant shall relinquish control of the Association upon the Unit Owners election of a Board of Directors in compliance with these Bylaws. The Declarant shall deliver to the Board all the documents and information required by the Oregon Condominium Act.

2.3.3 Effect of Declarant's Compliance with Turnover Requirements.

In the event of a lack of a quorum at the first organizational and turnover meeting which results in the Unit Owners failure to elect a Board of Directors to accept the control of the Association, the Declarant through the interim Board of Directors may provide for the election of the Unit Owners Board through mail balloting as provided for in Section 2.7.2.2 below. Upon the certification of the mail ballot election of a Board of Directors, the Declarant may call a special meeting of this Board upon ten (10) days written notice to the Unit Owners. At that meeting the Declarant may perform the turnover of the Association required by the Oregon Condominium Act.

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2.4 Ainual Business Electing.

The annual business meetings of the Association shall be held in the months of May or June at such hour and on such date as the Chairperson may designate. If the Chairperson should fail to designate such date by the first day of June, then on the last Thursday in June the meeting will be held. The annual business meetings shall be for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting.

2.5 Special Meeting.

Special meetings of the Association may be called by the Chairperson or Secretary or by a majority of the Board of Directors, and may be called by such Officers upon receipt of a written request from at least twenty percent (20%) of the Unit Owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.6 Notice of Meetings.

Notice of all meetings of the Association stating the time and place and the purposes for which the meeting is being called shall be given by the Chairperson, Secretary or delegated to the managing agent. Such notice shall be in writing and mailed to each Unit Owner at his or her address as it appears in the records of the Association and to any first mortgagee requesting such notice not less than five (5) days nor more than forty-five (45) days prior to the date of the meeting. When a meeting is adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

2.7 Voting.

2.7.1 Right to Vote.

Each Unit Owner shall have one vote for each unit of the Condominium owned by him and/or her. The Declarant shall be entitled to vote as the Unit Owner of any then existing units retained by the Declarant, and the Board of Directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the Board of Directors shall not be entitled to vote such units in any election of Directors.

2.7.2 Methods of Vote.

The Declarant, the Interim Board of Directors or the Board of Directors may in their discretion prescribe that the voting on any issue put before the Association may be done in either community meeting format or a mail ballot format. Each method shall be subject to the following rules:

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2,7,2.1 Community Meeting.

If the Board adopts the community meeting format of voting, votes 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 Unit 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/her voting right 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 a pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

2.7.2.2 Mail Balloting.

The Secretary shall maintain a record of all Unit Owners, current addresses and any information concerning the granting of proxies or the pledging or assignment of voting rights to a mortgagee. When the issue or candidates to be voted on are established by the Board of Directors, or in the case of the election of Directors by a petition or nomination submitted by a Unit Owner, the Secretary shall prepare ballots and fact sheets explaining the proposal to be voted on. The Secretary shall mail, by first-class mail, the ballots, the fact sheets to each Unit Owner or voter designated as such to the satisfaction of the Secretary. The ballots must clearly state a date at least twenty (20) days thereafter by which time ballots must be delivered to the Association in order to be counted at the designated meeting.

2.8 Fiduciaries and Joint Owner.

An executor, administrator, guardian or trustee may vote, in person, by proxy or the mail ballot in any election of the Association with respect to any unit owned or held by him/her in such capacity, whether or not the same shall have been transferred to his/her name; provided, that she/he shall satisfy the secretary that s/he 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 present or as designated for mail balloting in the Association's records 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 matters.

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2,9 Landlords and Contract Vendors.

Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the Owner.

2.10 Quorum Requirements.

At any meeting of the Association, Unit Owners holding fifty percent (50%) of the voting rights, present in person or by proxy, shall constitute a quorum. In a mail ballot election, the submission of fifty percent (50%) of the votes prior to the deadline shall constitute a quorum. The subsequent ratification of a Unit Owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining 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 Unit Owners cannot be organized because of a lack of quorum, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Majority Vote. 2.11

A Majority vote, as defined in ORS 100.410, present in person or by proxy or by mail ballot, at a meeting or in an election at which a quorum is constituted 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.

2.12 Order of Business.

The order of business at annual business meetings of the Association shall be:

- Calling of the roll and certifying of Proxies; (a)
- (b) Proof of notice of meeting or waiver of notice;
- Reading of minutes of preceding annual business meeting; (c)
- (d) Reports of Officers, if any,
- Reports of committees, if any; (e)
- Election of Directors, or if the balloting has been conducted by mail a certification (f) of the election results by the Secretary;
- Unfinished business: (g)
- (h) New business; and
- **(I)** Adjournment.

ARTICLE III BOARD OF DIRECTORS

3.1 Number and Qualification.

The affairs of the Association shall be governed by a Board of Directors composed of the number of persons specified in Sections 2 and 4 of this Article. All Directors, other than interim Directors appointed by Declarant, shall be Owners or Co-Owners of units of the Condominium. For purposes of this section, the Officers of any corporate Owner (including Limited Liability Companies(and the Partners of any Partnership (including Limited Liability Partnerships) shall be considered Co-Owners of any units owned by such corporation or Partnership.

3.2 Interim Directors

Upon the filing of the Declaration submitting the Condominium to the Oregon Condominium Act, the Declarant hereby appoints the following interim Board of three Directors who shall serve until replaced by Declarant or their successors have been elected by the Unit Owners as provided below:

3.3 Election and Term of Office.

At the initial meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of the office of one Director shall be fixed at one (1) year. Should more directors be added, the same sequential election terms shall apply as near as is practicable. At the expiration of the initial term of office of each respective Directors, 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.

3.4 Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Any person so elected shall be a Director until a successor is elected to fill unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose.

3.5 Removal of Directors.

At any regular meeting, special meeting or in an election of the Association duly called, any one or more of the Directors, other than the interim Director may be removed without cause

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by a majority vote of the Directors or Unit Owners present in person or by proxy, and a successor shall be elected at that meeting or any meeting thereafter to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

3.6 Powers and Duties.

The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. The powers and duties to be exercised by the Board of Directors shall include but shall not be limited to the following by the Unit Owners:

- (a) Operation, care, upkeep, maintenance and repair of the general and limited common elements, as provided in the Declaration;
- (b) Determination of the amounts required for operation, special assessments as deemed necessary and at the discretion of the Board of Directors, maintenance and other affairs of the Association, and the making of such expenditures;
 - (c) Collection of the common expenses from the Unit Owners;
- (d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the common elements;
- (e) Employment of legal, accounting or other personnel or reasonable compensation to perform such services as may be required for the proper administration of the Association;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) 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 if deemed in the best interest of the Associations as provided in these Bylaws;
- (h) Selling, leasing, mortgaging, voting the votes appurtenant to (other that 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;
 - (i) Obtaining insurance or bonds pursuant to the provisions of these Bylaws;
- (j) 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

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exceed the amount of Two Thousand Five Hundred Dollars (\$2,500.00) unless the Unit Owners have enacted a resolution authorizing the project by a vote of fifty percent (50%) of the voting rights present in person or by proxy at a meeting or in an election at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above;

- (k) 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 Unit Owner of each committee shall be a Unit Owner of the Board of Directors; and
- (I) Enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration, these By-laws and any rules and regulations adopted hereunder.

3.7 Managing Agent or Manager.

On behalf of the Association, the Board of Directors may employ or contract for a managing agent or a manager at a compensation to be established by the Board of Directors. Any such management agreement shall be terminable by the Association for cause upon sixty (60) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. 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.

3.8 Contracts Entered into by Declarant or Interim Boards.

Notwithstanding any other provision of these Bylaws, any leases or contracts including management contracts, service contracts and employment contract(s) entered into by the Declarant or the interim Board on behalf of the Association shall have a term not to exceed three (3) years. In addition, any such lease or contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not more than sixty (60) days written notice to the other party.

3.9 Organizational Meeting.

Within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of Directors has been held or certified, the Board of Directors shall hold an organization meeting at such place and time all shall have been fixed by the Directors at the meeting at which the election was held.

3.10 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. Notice of any special meeting shall be given to each Director, personally or by mail, telephone or facsimile at least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. All meetings of the Board of Directors shall be open to Unit Owners, but not all meeting require notification to homeowners. Only emergency meetings of the Board of Directors may be conducted by telephonic communication.

3.11 Waiver of Notice.

Any Director may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver by such Director of notice of the time and place thereof, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

3.12 Quorum of Board of Directors.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice to Directors.

3.13 Compensation.

No Director shall be compensated for acting as such. However, the Director may be compensated for out-of-pocket expenses incurred in fulfilling his or her duties.

3.14 Liability and Indemnification of Directors, Officers, Manager or Managing Agent.

The Directors and Officers shall not be liable to the Association of the Unit Owners for judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each Director and Officer and the manager or managing agent, if any, against all contractual liability to other arising out of all contracts made by the Board of Directors, Officer, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the

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Declaration or of these Bylaws. Each Director and Officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they 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, provided, however, there shall be no indemnity if the Director, Officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in performance of his or her duties.

3.15 Employee Dishonesty Coverage

- (a) The Board of Directors shall require that all persons or any entity including, but not limited to, employees of any professional manager, who handle or are responsible for Association funds shall furnish employee dishonesty coverage as the Board determines is adequate.
- (b) The Board of Directors shall acquire and pay the premiums for employee dishonesty coverage for any Director or Officer who handles or is responsible for Association funds, the expense of such coverage shall be a common expense.
- (c) The amount of coverage required by this section shall be based on the Board's best business judgment of the estimated maximum amount of Association funds, including reserves, to be handled by any party during the coverage term, but in no case may it be less than three (3) months aggregate assessments on all units and all Association reserves.
- (d) Any employee dishonesty coverage acquired for the purposes of this section must name the Association as obligee, contain a waiver of the standard provision which excludes coverage of non-compensated persons as employees, and may be adjusted from time to time to adequately cover full amount of reserves and available funds at the discretion of the Board of Directors.

3.16 Insurance.

The Board of Directors shall obtain the insurance required in Article VIII of these Bylaws, in addition, the Board of Directors, in its discretion may obtain such other insurance as it deems necessary to protect the interests of the Association of Unit Owners. The Board of Directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the Condominium.

ARTICLE IV OFFICERS

4.1 Designation.

The Principal Officers of the Association shall be the Chairperson, the Secretary and a Treasurer, any of whom may be appointed by the Board of Directors, but must be elected to the Board by a majority vote of homeowners. The Directors may appoint a vice-Chairperson, an assistant treasurer, an assistant secretary, and such other Officers as in their judgment may be necessary. The Chairperson and the vice-Chairperson, if one is appointed shall be a Unit Owner.

4.2 Election of Officers.

The Officers of the Association shall be elected by the homeowners as position terms end. 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.

4.3 Removal of Officers.

Upon the affirmative vote of a majority of the 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 purpose.

4.4 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 and must be a Unit Owner of the Board of Directors. The Chairperson 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 Unit Owners from time to time as s/he may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The Chairperson with the assistance of the manager or managing agent shall exercise general supervision over the property and its affairs. The Chairperson shall sign on behalf of the Association all conveyances, mortgages authorized by general or special and contracts of material importance to its business as authorized by the Board of Directors, and in the absence of such resolution, the Chairperson may sign such instruments as are necessary for the regular operation of the Association. The Chairperson shall do and perform all acts which the Board of Directors may require.

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4.5 Secretary.

The Secretary shall serve as the agent for service of process for the Association and will keep the minutes of all proceedings of the Board of Directors and the minutes of all meetings of the Association. The Secretary 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 supervise the preparation, distribution and counting of mail ballots for Association elections. The Secretary shall keep the records of the Association, except for those of the Treasurer, and shall perform 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 duties of the Chairperson whenever the Chairperson is absent or unable to act, unless the Directors have appointed another Chairperson.

4.6 Treasurer.

The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for the preparation of full and accurate financial records and books of account showing all receipts and disbursements. The daily handling of funds and the of records may be delegated to the manager or managing agent. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Board of Directors and for the preparation of all tax returns for the Association. The Treasurer shall disburse funds of the Association upon submission of properly authorized vouchers and sign all checks issued by the Association. These duties also may be delegated to the manager or managing agent if authorized by the Board of Directors. The Treasurer also shall perform such other duties as may be assigned to the Treasurer by the Board of Directors.

4.7 Compensation of Officers.

No Officer who is a Unit Owner of the Board of Directors shall receive any compensation from the Association for acting as an Officer, unless such compensation is authorized by a written 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.

ARTICLE V BUDGET, EXPENSES AND ASSESSMENTS

5.1 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

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the Declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements which must be replaced on a periodic basis.

5.2 Determination of Common Expenses.

Common expenses shall include:

- (a) Expenses of administration;
- (b) Expenses of maintenance, repair or replacement of common elements as provided in the Declaration;
- (c) Cost of insurance obtained in accordance with these Bylaws;
- (d) A general operating reserve;
- (e) Reserve for replacements and deferred maintenance;
- (f) Special reserve funds set up by the Directors which are more particularly described in Section 5.5 of this Article;
- (g) Any deficit in common expenses for any prior period;
- (h) Utilities for the common elements and other utilities with a common meter;
- (i) Any other items properly chargeable as an expense of the Association.
- 5.3 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 and the Declaration. Assessments may not be waived due to limited use or of the common elements. Subject to paragraph (c) below, Declarant shall be assessed as the Unit Owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The Board of Directors, on behalf of the Association, assess the common expenses against the Unit Owners on a monthly basis and shall take prompt action to collect from a Unit Owner any common expense which remains unpaid by him/her for more than thirty (30) days from the due date for its payment.

(b) Assessments for Replacement Reserves.

Regular monthly assessments for reserves shall commence upon the first day of the month following the effective date hereof, except that Declarant may elect to defer payment of such assessments to a specified date. These funds and later that portion of the regular monthly, assessment attributable to reserves shall be set aside in separate replacement reserve, general reserve and special reserve accounts, in accordance with the Declaration. Replacement reserve requirement will ultimately be decided by the Board of Directors. There may be periods of no special assessments if deemed appropriate by the Board of Directors.

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(c) Annexation of Additional Phases.

If additional units are annexed to the Condominium, the Board of Directors shall promptly prepare a new budget reflecting the addition to the Condominium and shall recompute any previous assessment covering any period after the annexation.

5.4 Special Assessments for Capital Improvements.

In the case of any unduly 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 described in the resolution.

5.5 Reserves Funds.

- 5.5.1 In establishing reserves for replacement of the common elements in accordance with the Declaration, the Board of Directors may elect by resolution to establish one or more trust funds for the replacement of specific items, in which case the Board shall either designate parts of the regular reserves assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated replacements.
- 5.5.2 Reserves established for the maintenance and repair of common elements shall be accumulated in one or more separate funds dedicated to specific items repair and maintenance. If the Board of Directors chooses these funds may be kept in accounts designated specifically for repair and maintenance or after the period specified in the replacement reserve requirements of the Declaration these funds may be consolidated with the replacement reserves.

5.6 Default in payment of Common Expenses.

In the event of default by any Owner in paying to the Association the assessed common expenses, such Owner may be obligated to pay interest at the rate of fifteen (15%) percent annum on such common expenses from the due date thereof or at a greater rate as may be established by the Board of Directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting Unit Owner shall pay any reasonable late charge established by the Board of Directors from time to time, together with all expenses incurred by the Association in collecting such unpaid expenses, including attorneys' fees (whether or not suit, arbitration, or appeal is instituted). The Board of Directors shall have the right and duty to recover for the Association such common expenses together with such charges, interest and expenses of the proceeding, including attorneys' fees by an action brought against such Unit Owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act.

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5.7 Foreclosure of Liens for Unpaid Common Expenses.

In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, the Unit Owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. 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. During the Association's period of Ownership, the Board of Directors right to vote appurtenant to the unit shall not apply in an election for the Board of Directors. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

5.8 Statement of Common Expenses.

The Board of Directors shall advise each Unit Owner in writing of the amount of common expenses payable by such Unit Owner, and furnish copies of each budget on which such common expenses 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 his/her unpaid common expenses.

5.9 Priority of Lien; First Mortgages.

Any lien of the Association against a unit for common expenses shall be subordinate to tax and assessment liens and any first mortgage of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgagee or by deed in lieu of foreclosure, such purchaser or mortgagee, his and/or her successors and assigns, shall 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 or mortgagee. Such unpaid share of common expenses shall be an expense of such purchaser, his and/or her successors and assigns.

ARTICLE VI RECORDS AND AUDITS

6.1 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. The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations and

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policies adopted by the Association, Board of Directors and the manager. The Board of Directors shall maintain a list of Unit Owners entitled to vote at meetings of the Association.

6.2 Financial Records.

The Board of Directors or its designee shall keep financial records sufficient for proper accounting purposes.

6.3 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 of each unit, the amount of each assessment against the Owners/units, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

6.4 Payment of Vouchers

The Treasurer shall pay or authorize payment of all vouchers up to One Thousand Dollars (\$1,000.00) signed by the Chairperson, managing agent, manager or other person authorized by the Board of Directors. Any invoice in excess of One Thousand Dollars (\$1,000.00) requires the signature of the Chairperson, and an additional board member or written authorization to pay given to managing agent.

6.5 Reports and Audit

An annual financial statement consisting of a balance sheet unless operating on a cash basis of accounting rather than an accrual -where a balance sheet may not be necessary, and income and expense statement for the preceding fiscal year shall be rendered by the Board of Directors to all Unit Owners who have requested the same within ninety (90) days after the end of each fiscal 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 and furnish copies thereof to the Owners and such mortgagees. At any time any Owner or mortgagee may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.

6.6 Notice of Sale, Mortgage, Rental or Lease.

Immediately upon the sale, mortgage, rental or lease of any unit, the Unit Owner shall promptly inform the Secretary or the manager in writing of the name and address of said vendee, mortgagee, lessee, or tenant.

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6.7 Availability of Records.

During normal business hours or under other reasonable circumstances, the Association shall make available to Unit Owners, prospective purchasers and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Bylaws, other rules concerning the Condominium, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. Upon written requests, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information or records.

ARTICLE VII MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 Maintenance and Repair.

Except as otherwise provided herein, and except for damage or destruction caused by casualty:

(a) Units

All maintenance of and repairs to any unit's interior and of its limited common elements shall be made by the Owner of such Unit, who shall keep the same in good order, condition and repair and shall complete all redecorating, painting and staining which at any time may, be necessary to maintain the good appearance and condition of his/her Unit. In addition, each Unit Owner shall be responsible for maintaining all insurance and be responsible for the maintenance, repair, and/or replacement of windows and doors and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans., lighting fixtures and lamps, fireplaces, flues, refrigerators, dishwasher, ranges, or other appliances and accessories that may be associated with the unit.

(b) Common Elements.

All maintenance, repairs and replacements to the general common elements including the unit's exteriors shall be made by the Association and shall be charged to all the Owners as a common expense. Each Unit Owner shall keep the limited common elements clean and sanitary condition and maintain or improve them as provided in the Declaration.

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7.2 Additions, Alterations or Improvements

- (a) An Owner may make any improvements or alterations to his/her unit and the limited common elements pertaining thereto that do not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium so long as they conform to the requirements of the Declaration, applicable Governmental Codes, Bylaws and Rules and Regulations adopted thereunder.
- (b) After acquiring an adjoining Unit or an adjoining part of an adjoining units an Owner may submit a written request to the Board of Directors for 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/her 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 or lessen the support of any portion of the Condominium.
- (c) A Unit Owner shall make no repair or alteration or perform any other work on his/her unit or the limited common elements that would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament, or increase the common expense 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 element or the exterior appearance of the unit without written permission of the Board of Directors.
 - 7.3 Damage or Destruction by Casualty of Condominium Property.

In the case of substantial damage or destruction, timely written notice shall be give to the Unit Owners the following provisions shall apply:

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days of such damage or destruction, the Board of Directors or more than ten percent (10%) of the Unit Owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless Unit Owners holding ninety percent (90%) of the voting power, whether in person, by writing or by proxy vote not to repair, reconstruct, or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed, or rebuilt. If the damage or destruction is not repaired, reconstructed, or rebuilt, then the property shall be removed from condominium ownership in the manner provided in the Oregon Condominium Act.

- (b) The Association shall be responsible for repairing, reconstructing, or rebuilding all such damage or destruction to the common elements and, to the extent of the Association's insurance coverage, all such damage or destruction to the units. Each Unit Owner shall be responsible for such repairing, reconstructing, or rebuilding of his/her unit and improvement to the limited common elements not covered by the Association's insurance.
- (c) If, due to the act or neglect of an Owner, or of a Unit Owner of his/her family or of his/her household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs, or replacements which shall be required which would otherwise be a common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not covered by the Association's insurance.
- (d) In the event any portion of the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the Unit Owners and their mortgages if applicable, as their interests may appear in the same proportion as common expenses are shared, unless the property is removed from condominium ownership. If the property is removed from condominium ownership, the insurance proceeds, together with the proceeds from the sale of the property shall be distributed to the Unit Owners and their mortgagees (as their interests may appear) in the manner described in the Act.

7.4 Condemnation.

If any portion of the Condominium is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner. In any such proceeding the Association shall represent the Owners, as their Attorney-in-Fact, as provided in ORS 94.146 (4) (d). All compensation, damages or other proceeds of the taking, other than the award for moving expenses of specific Owners, shall be payable to the Association and allocated and distributed as provided in this Section 7.4.

(a) Complete Taking.

If the entire condominium is taken, or if the Unit Owners holding ninety percent (90%) of the voting power agree that such substantial portion of the Condominium has been taken as to make the project obsolete, then the property shall be deemed removed from condominium ownership. In such event, any proceeds of the condemnation paid to the property, shall be distributed among the Unit Owners as their interests may appear, in accordance with the provisions of the Oregon Condominium Act.

(b) Partial Taking.

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If less than the entire condominium property is taken and the property is not determined to be obsolete as provided in paragraph (a) above, then as soon as practical, the Board of Directors shall reasonably and in good faith, allocate and award among the units in accordance with the reduction in value of all units and their interest in the common elements, compared to their interest in the common elements. In the event that any Unit Owner or mortgagee objects to the allocation determined by the Board of Directors, the matter shall be submitted to the Association in accordance with the rules of the Arbitration Service of Portland, or as mutually agreed upon by both parties. The cost of such determination shall be paid out of the proceeds of the condemnation. Any portion of the award allotted to an Unit Owner under this paragraph shall be paid first to all mortgagees and holders of liens on the Unit Owner's interest in accordance with the existing prioritics, and the balance to the Unit Owner. If any reconstruction and repair is undertaken as a result of the condemnation, the Board of Directors may retain and apply such portion of each Owner's share of the award as is necessary to discharge the Unit Owner's liability for any special assessment arising from such reconstruction or repair.

7.5 Restrictions and Requirements Respecting Use of Condominium Property.

The following restrictions and requirements are in addition to all other restrictions and requirements contained in the Declaration:

(a) 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 written consent of the Board of Directors of the Association or manager, except activities specifically permitted by the local jurisdiction as home occupations. This Provision, however, shall not be construed so as to prevent or prohibit a Unit Owner from maintaining his/her professional personal library, keeping Unit Owner's personal business of professional records or accounts, handling his or her personal business or professional telephone calls or meeting with business or professional associates, clients or customers in the unit.

(b) 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.

(c) Offensive or Unlawful Activities.

No noxious or offensive activities shall be carried on in any unit nor shall anything be done 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, radio, 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.

(d) Animals.

No animals or dogs shall be raised, kept or permitted within the Condominium or, any part thereof, except cats, small birds, or in the absence of the prior express written permission of the Board of Directors. A maximum of two cats and two small birds are allowed. A fish aquarium is permitted with a maximum capacity of fifty five gallons. No pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes and in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Unit Owners thereof. A Unit Owner may be required to remove a pet after receipt of one notice in writing from the Board of Directors of violations of any rule, regulation, or restriction governing pets within the Condominium.

(e) Exterior Lighting or Noise-Making Devices and Antennas.

Except with the written consent of the Board of Directors of the Association or manager, no exterior lighting or noise making 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. No exterior plastic window coverings allowed.

(f) Windows, decks, courtyards, entry porches, patios and outside walls,

In order to preserve the attractiveness and appearance of the Condominium the Board of Directors of the Association or manager may regulate the nature of items which may be placed in or on windows, decks, patios, courtyards, entry porches, the outside walls, fence and landscape areas so as to be visible from other units, the common elements, or outside the Condominium.

(g) Trailers, Campers, Boats.

Except within garage spaces constituting limited common elements or with the written consent, of the Board of Directors of the Association or manager, no trailer, utility trailer, truck, camper, boat or boat trailer, or other recreational vehicles, shall be parked on any portion of the Condominium except in any areas specifically designated for such purpose by the Board of Directors.

(h) Leasing and Rental of Units.

Except with the written consent of the Board of Directors of the Association or the manager and except for a lender in possession following default in a first mortgage a foreclosure

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proceeding or any deed or other arrangement in lieu of foreclosure, no non-resident Unit Owner may lease or rent less than his entire unit and no Owner may rent his/her Unit for transient or hotel purposes or for any period less than thirty (30) days. 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 and these Bylaws, 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 provisions of the Declaration, these Bylaws or the rules and regulations the Board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his/her Unit.

(i) 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 the common elements.

(i) 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.

(k) Insurance.

Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common element. No Unit Owner shall permit anything to be done or kept in his/her unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

(1) Garage Doors.

All garage doors shall remain closed except to permit the entrance and exit of vehicles or access to any garage storage area. Homeowners are to maintain their own garage door and associated mechanisms.

(m) Water Beds.

Water beds may not be placed in any unit, except with the prior written consent of the Board of Directors or manager. Such consent will be given only if an insurance policy for water beds is provided. If such consent is given, the Unit Owner shall be responsible for all damages to any property, unit, or the common elements caused by the water bed.

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(n) Association Rules and Regulations.

In addition, the Board of Directors from time to time may recommend the adoption, modification, or revocation of rules and regulations governing the conduct of persons and the operation of the units and common elements as it may deem necessary or appropriate in order to ensure the peaceful and orderly use and enjoyment of the Condominium property. Such recommendation shall become effective upon vote of not less than seventy-five Percent (75%) of the Unit Owners present, in person or by proxy, at any meeting, the notice of which shall have stated that such an adoption modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Secretary promptly to each Owner and shall be binding upon all Owners and occupants of all units from the date of delivery.

7.6 Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted pursuant to these Bylaws or the breach of any bylaw contained herein or of any provision of the Declaration 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:

- (a) to enter a unit in or to which a violation exists in order to primarily abate and remove, at the violators expense, any thing or condition that exists contrary to the intent of these provisions, provided no destruction or construction occurs, and the Board of Director shall not thereby be deemed guilty of any manner of trespass,
- (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings; and
 - (c) to levy reasonable fines, after giving notice and an opportunity to be heard.

Any expense incurred by the Association in remedying the default, damage incurred by the Association or Owners, or fines so levied shall be assessed against the offending unit as a common expense and enforced as Provided in Article V. In addition, any aggrieved Unit Owner may bring an action to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

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ARTICLE VIII INSURANCE

8.1 Insurance.

For the benefit of the Association and the Unit 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 with some alterations from time to time and at the discretion of the Board of Directors as deemed appropriate to maintain a general Owner Association policy but not absolutely and strictly limited to the following:

- (a) A policy or policies of property insurance covering loss or damage from fire, extended coverage, vandalism and malicious mischief, and such other coverage's as earthquake which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name the Declarant, the Association and the Owners as insured, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit if any:
- (b) A policy or policies insuring the legal liability of the Association of Unit Owners, the Unit Owners individually, and the manager including, but not limited to, the Board of Directors, the public and the Unit Owners and their invitees or tenants, incident to ownership, supervision, control or use of the property. There may be excluded from such policy or policies coverage of a Unit Owner (other than as a Unit Owner 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 (\$1,000,000.00) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced in any action against another named insured; and
- (c) Workman's' compensation insurance to the extent necessary to comply with any applicable laws.

Each Owner shall be responsible for obtaining, at his/her own expense, property and liability insurance covering his/her real and personal property not insured under paragraph (a) above and against his/her liability not covered under paragraph (b) above, commonly referred to as "Condominium Unit Owners Insurance," unless the Association agrees otherwise in writing. Each such policy shall designated the Association as an "Additional Insured".

In the event a Unit is rented, the Unit Owner shall obtain (at his/her own expense), or shall required the tenant to obtain, "Renters" insurance designating both the Unit Owner and the

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Association as "Additional Insureds." Unit Owners shall be responsible to notify all insurance carriers in writing of any such change in occupancy.

8.2 Policies

Insurance obtained by the Association shall be governed by the following provisions;

- (a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon and holding a commissioner's rating of B+ or better, and financial category of XI or better by Best's Insurance Reports current at the time the insurance is written or, if issued prior to the initial meeting of the Association, one acceptable to Declarant.
- (b) All losses under policies hereafter in force regarding the property 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 mortgages, to an insurance trustee acceptable to the Association and mortgagees of Units.
- (c) Each Unit Owner shall be required to notify the Board of Directors of all improvements made by the Owner to his/her Unit, the value of which is in excess of Five Hundred Dollars (\$500.00). Nothing in this paragraph shall permit an Unit Owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Section 7.2.
- (d) Any Unit Owner who obtains individual insurance policies covering any portion of the property other than his/her personal property and fixtures shall file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance.
- (e) All policies shall be written to require no cancellation or modification of the policies without at least thirty (30) days written notice to the Association and holders of first mortgages on the units which are supplied information regarding the mortgage to the insurer.

8.3 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 Board of Directors, the manager, Unit Owners and their respective servants, agents and guests;
- (b) 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 Unit Owners;

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- (c) 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;
- (d) A provision that any "no other insurance" clause in the master policy shall not exclude individual Unit Owners policies from consideration, and a waiver of the usual proration clause with respect to such policies;
- (e) A provision that the insurer issue sub-policies specifying the portion of the master policy earmarked for each Unit Owner's interest 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 canceled for nonpayment of premiums;
- (f) 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 any Unit Owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insured as their interest may appear;
- (g) 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; and

8.4 FNMA and GNMA Requirements.

Notwithstanding any other provisions of this Article, the Association shall continuously maintain in affect such casualty, liability insurance and employee dishonesty coverage meeting the insurance and employee dishonesty requirements for condominium projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or Unit Owner of a unit within the Condominium, except to the extent such coverage is not available or has been waived in writing by The Federal National Mortgage Association or Government National Mortgage Association.

ARTICLE IX AMENDMENT TO BYLAWS

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9.1 How Proposed.

Amendments to the Bylaws shall be proposed by either a majority of Directors or by 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 requirement for consent or mail ballot seeking approval of the amendment.

9.2 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 Owners at a meeting called for this purpose or by a mail ballot in an election on the issue in accordance with ORS 100.410. Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by Owners holding a majority of the voting rights and by mortgagees to the extent required by the declaration, except that any amendment relating to pet restrictions, limitations on the number of persons who may occupy units, and limitations on the rental or leasing of Units must be approved by Owners holding seventy-five percent (75%) of the voting rights, the Declarant's consent shall also be required so long as Declarant owns twenty-five percent (25%) or more of the units in the last phase of the Condominium, but no such consent shall be required more than seven years after the Declaration of the Condominium is recorded, or beyond the extended period allowed for the annexation of additional phases to the Condominium if one is adopted in accordance with the Declaration. Any amendment which would limit or diminish any special Declarant rights established in these Bylaws shall require the written consent of Declarant.

9.3 Execution and Recording.

An amendment shall not be effective until certified by the Chairperson and Secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Oregon Condominium Act, approved by the Real Estate Commissioner, if required the Act, and recorded as required by law.

ARTICLE X MISCELLANEOUS

10.1 Rules of Conduct

(a) No resident of the project shall post any advertisements, or posters or signs of any kind in or on the project except as authorized by the Association.

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- (b) Residents shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association, created by the Board of Directors.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades, decks or terraces of the project.
- (d) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (e) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units, etc., on the exterior of the project or cause them to protrude through the walls or the roof of the project except as authorized by the Association. No window guards, awnings or shades shall be installed without the prior written consent of the Board of Directors.
 - (f) No exterior antennas shall be allowed except those installed by the Association.
- (g) Curtains and drapes should be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.
- (h) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules necessary to govern the use of any general or limited common element parking areas by which all owners and other users shall be bound.
- (i) Vehicular traffic on the streets and drives within the property will be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks.
- (j) Recreational buildings and facilities and play areas, all common garden and patio areas are provided for the use of the owners and their guests. Rules and regulations will be posted setting out the hours the various facilities will be available and the conditions attendant thereto. Compliance with the rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.
- (k) The Director's may restrict the use of the general or limited common elements to specific unit owners as may be necessary and reasonable in the over-all use of said elements and for the best interest of the Condominium as a whole.

10.2 Notices

All notices to the Association or to the Board of Directors shall be sent in writing and in care of the managing agent, or if there is no managing agent, 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 to such address as which may have been designated by him/her from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the Owner's unit.

10.2 Waiver.

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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.

10.3 Action Without a Meeting.

Any action which the Oregon Condominium Act, the Declaration, or the Bylaws require or permit the Owners or Directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Owners or Directors entitled to vote on the matter. The consent which shall have the same effect as a unanimous vote of the Unit Owners or Directors, shall be filed in the records of minutes of the Association.

10.4 Invalidity, Number, Captions.

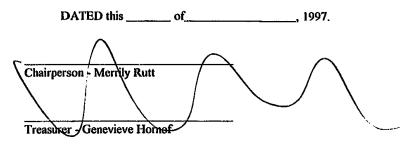
The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine 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.

10.5 Discrimination.

Notwithstanding anything to the contrary which may be provided in these Bylaws or in the Declaration, all units shall be owned and offered for sale or lease to any person without regard to age, race, color, religion, sex, sexual orientation, handicap, marital status, financial status or National origin.

10.6 Conflicts.

These Bylaws are intended to comply with the Oregon Condominium Act and the Declaration. In case of any irreconcilable conflict, such statute and document shall control over these Bylaws or any rules and regulations adopted hereunder.



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After Recording Return To:

Alliance Properties 3800 SW Cedar Hills Blvd., #228 Beaverton, OR 97005-2035

ACKNOWLEDGEMENT OF THE BYLAWS OF THE "CAMERON HOUSE HOMEOWNERS ASSOCIATION"

The undersigned being the Directors of Cameron House Homeowners Association hereby acknowledge the approval of the new Bylaws and further acknowledge that the existing Declaration shall remain in full force and effect.

DATED this 17th of	JUNE , 1997.
Therey K Rea	
Chairperson - Merrily Rutt	•
Heneview Hornof Treasurer - Genevieve Hornof	
Adrience Masin Secretary - Adrienne Masin	
Director - Samantha Madsen	
Bell Surry Director - Bill Surry	
Page - CAMERON HOUSE UNIT OWNERS ASSOCIATION	DI BYLAWS ACKNOWLEDGEMENT

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Declaration shall remain in full force	and effect.		
Chairperson - Diny Migliaccio STATE OF OREGON)	MY COM	OFFICIAL SEAL JACKIE TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 311231 MISSION EXPIRES JUN 26, 2002
)ss	***************************************	
County of Washing ton)	11.4h	
This instrument was acknowledged	before me on th	day of Febru	by Dino وary 1998
Migliaccio.		\Box ,	1
•		Jun .	
	(Notary Public for C	OREGON)
	_	My commission exp	oires: 6/26/0
Adrienne Masin	 .		
STATE OF OREGON))ss		
County of)		
This instrument was acknowledged Masin.	before me on th	e day of Febru	nary 1998, by Adrienne
		Notary Public for C	DREGON
		My commission exp	
Page 1 - Cameron House unit owners as:	SOCIATION BYLAWS	ACKNOWLEDGEMENT	
*			(L:\03730\BYLAW.ACK)

After Recording Return To: Tim Benintendi Alliance Properties 3800 SW Cedar Hills Bivd., #228 Beaverton, OR 97005-2035

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Chairperson - Dino Migliaccio	···········	·
STATE OF OREGON))ss	
County of	_	
This instrument was acknowled Migliaccio.	lged before me	on the day of February 1998, by Dino
Ochrena Mare	(Notary Public for OREGON My commission expires:
Adrienne Masin		
STATE OF OREGON)	
County of Washington)ss)	are April
	ged before me	on the 29 day of February 1998, by Adrienne
Masiu OFFICIAL SI HANADI M. AC NOTARY PUBLIC - COMMISSION NO MY COMMISSION EXPIRES.	HÖUR OREGON 0.060975	My commission expires:

Page 1 - CAMBRON HOUSE UNTI OWNERS ASSOCIATION BYLAWS ACKNOWLEDGEMENT

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