

## ARTICLE I

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## PLAN OF FAMILY UNIT OWNERSHIP

**Section 1. Family Unit Ownership.** The property located at 1244 S.E. 122nd Avenue, City of Portland, County of Multnomah, State of Oregon, known as "Club Estates East Condominium" is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 to 91.675.

**Section 2. By-Laws Applicability.** The provisions of these By-Laws are applicable to the property. (The term "property" 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 property in any manner, are subject to attached.

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

## ARTICLE II

## VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

**Section 1. Voting.** Voting shall be on the basis of one vote for each family unit.

**Section 2. Majority of Owners.** As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes.

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

**Section 4. Proxies** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. "In order to represent ALL owners, proxies should be on register at all times to cover unforeseen absences."

**Section 5. Multiple Ownership.** In the case of multiple ownership of a family unit, all owners of the unit shall sign a proxy designating one of their number or an outside person to cast the unit's vote at any annual or special meeting.

## 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 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, decisions and resolutions of the Association shall require approval by a majority of the 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. Annual Meetings. The first annual meeting of the Association shall be held on April 4, 1966. Thereafter, the annual meetings of the Association shall be held within the first seven days of April each succeeding year.

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

Section 5. Notice of Meetings. It shall be the duty of the Secretary to distribute in writing a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least five (5) days prior to such meeting. The notice in writing provided in this Section shall be considered notice served. The minutes of the preceding (March) Board of Directors' meeting and a notice distributed by the Secretary at least five (5) days prior to the event shall announce the purpose, time and place of annual or special meetings.

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

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

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) 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 (5) persons, all of whom must be owners of units in the project, provided that husband 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 unlawful or in violation of the By-Laws when directed by the owners.

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

- (a) Care, upkeep and surveillance of the project and the general common elements and the limited common elements.
- (b) Collection of monthly assessments from the owners in accordance with these By-Laws and the Oregon Unit Ownership Law.

- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common elements and the limited common elements.
- (d) If a resident violates any of the rules of conduct or any other provisions of the Declaration, By-Laws or rules and regulations of the Association, he will be notified by the Board of Directors of the violation and given the opportunity to discuss the matter with the Board. If, after being given such notice of violation, a resident fails to conform to the provisions of the Declaration or By-Laws of the Association, the Board of Directors may be authorized to levy a fine not to exceed the amount of \$25.00 per day (when applicable) for each violation.

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these By-Laws or for the enforcement of any provisions of the By-Laws or of the Oregon Unit Ownership Law, the owner 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, the cost of the appeal together with a reasonable attorney's fee in the appellate court to be fixed by such court.

- (e) Maintain a list of any potentially compatible prospective purchasers. Consult with and check the credentials of all other prospective purchasers and renters when submitted by an owner.

**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.

**Section 5. Election and Term of Office.** At the first annual 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. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

**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 at the next annual meeting of the Association.

**Section 7. Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall 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, but at least twelve such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors may be called by the President 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 President 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. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and 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 Director's 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 until another time. If there is still no quorum at the rescheduled meeting, any necessary business may be officially transacted.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for 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 President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. The office of Secretary and Treasurer may be combined as Secretary-Treasurer and may be filled by the same person.

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

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, or a petition signed by a majority of the owners, any officer may be removed either with or without just cause and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the 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.



Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. 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 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all property communal expenses which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. Assessments shall be levied by vote of the unit owners at the annual meeting or at a special meeting called in accordance with the procedures established in the By-Laws. Such assessments shall include monthly payments to a general operating fund necessary to pay all bills including insurance, painting, etc., in cash, when due. These assessments shall also include payments to an emergency reserve.

### 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, lights, 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 facility damaged through his fault.
- (d) Repairs to utility sheds, original windows, outside water faucets, and the replacement of garbage cans shall be the Association's responsibility. Repairs to patio floors, outside doors and storm windows, awnings, fireplaces, chimneys and porch lights and door bells shall be at the unit owner's expense.

- (a) All units shall be utilized for single family residential purposes only, and may not be occupied by families with children under eighteen (18) years of age. The term "Tenant" in Section 1-2 of the Declaration is defined as an occupant of a unit that is rented with the Board of Directors approval for a period not to exceed one year.
- (b) Any owner of pets shall be absolutely responsible that said pets do not disturb or annoy in any part of the condominium. If there are three complaints about any pet, the Board shall direct and enforce the owner not to keep said pet(s) on the condominium property.
- (c) An owner shall not make structural modifications or alterations in his unit or installations located herein without previously notifying the Board of Directors in writing. The Board of Directors shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. An owner shall not make structural or wiring changes to the limited common area associated with his unit without the Board of Director's approval.

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

The use of the general common elements and related rules shall be decided and recorded by majority vote as defined in the Declaration. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways and project areas and facilities of a similar nature both common and limited any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

- (a) In case of multiple ownership, full use and enjoyment of the "General Common Elements", including the swimming pool and recreation hall, shall be extended only to those owners actually residing in the family unit. Non-resident owners may use these facilities only as guests of the resident owners.

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to any person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Board of Directors.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project or in open carports.
- (d) It is prohibited to dust rugs, etc., from the windows or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service area.
- (f) No owner, resident or lessee shall install awnings or patio covers, wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Board of Directors.
- (g) No exterior antennae shall be allowed except those installed by the Association.
- (h) Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall be allowed only within the confines of a carport and no portion of such equipment may project beyond the covered area. If other covered space is available the owner may rent the same for such purposes from the Association upon such terms and conditions as imposed by the Association. All other parking of equipment shall be prohibited; except, unit owners will be allowed to park trailers, boats, recreational vehicles, etc., in the covered parking space assigned to their units for a period not to exceed one week, for the purpose of cleaning, loading, restocking, etc., provided such use does not impede the access of any other unit owner. Guests of unit owners will be allowed to park trailers or recreational vehicles in the unit owner's assigned uncovered parking space for a period not to exceed one week.

Section 7. Default. Failure by the owner to pay any valid assessment owed to the Association shall be handled by the Board of Directors as outlined in Section "J" of the Declaration and Article 4, Section 3 of these By-Laws.

## ARTICLE VII

### AMENDMENTS TO PLAN OF FAMILY UNIT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting and no amendment shall take effect unless approved by an affirmative vote of at least 75% of the owners of family units.

## ARTICLE VIII

### COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Oregon Unit Ownership Law



## ARTICLE IX

## RIGHT OF RE-PURCHASE

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When an owner wishes to sell, he must first notify the Board of Directors who may or may not have a waiting list of prospective purchasers. If an owner elects to sell to other than the Board's "waiting list", he must advise said purchaser of the Association's right to purchase the unit for the same terms and conditions within five (5) days of the time the Board is advised of a sale and its terms and conditions. This enables the Board to comply with Article 4, Section 3 (e).

In case any of these By-Laws conflict with the provisions of State Statutes or County Ordinances, it is hereby agreed and accepted that the provisions of the statute or ordinance will apply until the Board determines and processes any infringement of our rights and freedoms as accorded any other landowner.

Dated at Portland, Oregon this 28 day of June, 1982.

✓ CLUB ESTATES EAST CONDOMINIUM

By John M. Kucera  
President

By Walter C. Lundquist  
Secretary

The foregoing Amended By-Laws are approved this 6<sup>th</sup> day of October 1982.

WILLIAM F. GWINN  
Real Estate Commissioner

By Barbara Ramsey

AMENDMENTS  
TO  
THE AMENDED BY-LAWS  
THE CLUB ESTATES EAST CONDOMINIUM ASSOCIATION

The By-Laws of Club Estates East Condominiums dated April 2, 1982, and recorded in Book 1624, Page 825, Multnomah County Deeds Records, is hereby further amended as follows:

1. Article VI, Section 3, (a), of the amended By-Laws, dated April 2, 1982, is amended in it's entirety to read as follows:

(a) All units shall be utilized for single family residential purposes only, and may not be occupied by families with children under 18 years of age. The term "tenant" in Section I-2 of the Declaration is defined as an occupant of a unit that is rented with the Board of Directors approval for a period not to exceed one year.

The family residential units of Club Estates East Condominium shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants, and social guests and for no other purpose. No family residential unit in Club Estates East Condominium shall be occupied by any person who is not a qualified owner or tenant of a residential unit. To be a qualified owner, the person must be at least fifty-five (55) years of age or the spouse of an owner at least fifty-five (55) years of age and must have been approved as a qualified owner in accordance with the By-Laws, declarations, and rules and regulations, pursuant to an application submitted to the Board of Directors or it's authorized representative; provided, that this restriction shall not prohibit temporary and social visitation of the owners of a residential unit by persons not so qualified to be owners; provided further that this provision shall not prohibit such occupancy by a child more than 18 years of age of a qualified owner; provided further that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the Board of Directors may deem appropriate.

Any variance from the restrictions provided herein must be granted in writing unanimously by the Board of Directors.

Should any covenant or restriction then in effect be violated or should any attempt be made to violate any such covenant or restriction, any person owning a residential unit may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person or persons. Without limiting the foregoing, the Club Estates East Condominium Association shall take action to enforce the requirements of occupancy of residential units, as set forth above, against any qualified owner who occupies or permits his or her residential unit to be occupied in violation of this section. The violating owner shall reimburse the association for legal fees incurred by the association in taking any such action, whether or not suit or action is filed in court. In the event suit or action is filed in court to enforce any of the covenants and restrictions, ~~including other provisions of these By-Laws,~~ the association shall be entitled to recover it's reasonable attorney's fees incurred in such action as set by the court or courts at trial or on appeal. In addition to its costs and disbursements, any costs and expenses, including attorney's fees incurred by the association to enforce any violation of this section shall be the personal obligation of the qualified owner in whose residential unit the violation takes place and the said costs shall be a lien against the residential unit.

These amendments are effective upon recording of this amendment to the By-Laws in Multnomah County Deed Records.

We Miles Wertz and Myrn Lundquist, being the duly elected President and Secretary respectively for the Club Estates East Condominium Association do hereby certify that we and each of us have compared the attached instrument, being the Amendments To The Amended By-Laws of the Club Estates East Condominium Association bearing date of JULY 11, 1989 with the prior effective instruments effective on April 2, 1982, and the amendments approved by the Association at a duly constituted meeting held pursuant to notice on July 7, 1989 at which all amendments incorporated herein were approved by an affirmative vote of more than 75% of the owners of the family units, and in accordance with the then effective By-Laws and Declarations then and there existing, and the attached said instruments correctly incorporate said amendments so approved by the Association on July 13, 1989.

Miles Wertz

President, Board of Directors  
Club Estates East Condominium Association

Myrn C. Lundquist

Secretary, Board of Directors,  
Club Estates East Condominium Association

STATE OF OREGON }  
COUNTY OF MULTNOMAH }

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19<sup>th</sup> DAY OF July, 1989

Susan C. Clark  
NOTARY PUBLIC

My Commission expires 7-28-91