

After recording return to:
Excelsior Property Management
4 SW Monroe Parkway, Ste. G
Lake Oswego, OR 97035

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
C06 7
Total : 51.00
ATLJH

2005-169496 09/06/2005 11:50:49am

AMENDMENT TO ARTICLE 7 OF THE BYLAWS OF CASCADIAN COURT CONDOMINIUM

This amendment to the Bylaws of the Association of Unit Owners of Cascadian Court Condominium is made this 30 day of MARCH, 2005 by the Association of Unit Owners of Cascadian Court, an Oregon nonprofit corporation ("Association").

RECITALS

- A. Cascadian Court Condominiums is located in Multnomah County, Oregon, established pursuant to the following documents and recorded in the Records of Multnomah County, Oregon:
 - a. Declaration Submitting Cascadian Court Condominium to Condominium Ownership, recorded March 8, 2002, as document no. 2002-043366 ("Declaration");
 - b. Bylaws of the Association of Unit Owners of Cascadian Court Condominium recorded March 8, 2002, as document no. 2002-043366, exhibit "C";
 - c. Plat of Cascadian Court Condominium, recorded March 8, 2002, in the plat records of Multnomah County, Oregon, Book 1253, Page 99.
 - d. Articles of Incorporation of the Association of Unit Owners of Cascadian Court Condominium, filed March 21, 2002, in the office of the Oregon Secretary of State, Corporation Division.

- B. The Association and unit owners of the Condominium wish to amend provisions of the Bylaws relating to the leasing and rental of units.

NOW, THEREFORE, pursuant to Article 9 of the Bylaws and ORS 100.410, with the consent or approval of unit owners holding 75% of the voting rights, the Association hereby amends Section 7.5(g) of the Bylaws in the manner set forth below.

(g) **Leasing and rental of units.** The leasing and renting of units by owners shall be in accordance with this section. "Leasing or renting" of a unit means the granting of a right to use or occupy a unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods of value); but does not mean and include joint ownership of a unit by means of joint tenancy, tenancy-in common or other forms of co-ownership.

(i) **Restrictions.** No unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes, or for a period of less than twelve (12) consecutive months.

(ii) **Application for Approval to Lease or Rent a Unit.** Prior to leasing or renting any unit, an owner shall submit to the Board of Directors a written application (via mail, email or personal delivery) for approval to lease or rent the unit. The application shall include the intended duration of the proposed lease or rental.

(iii) **Action of the Board.** The Board of Directors shall review applications in chronological order received. Within five (5) business days of receipt, the Board shall review the application and determine whether approval will exceed "Lease-Rental Limit" (set at 30% of the units leased or rented). The Board will provide written notification to the owner of approval or denial within ten (10) business days.

(1) **Exceptions.** To Avoid undue hardships or practical difficulties such as the owner's job relocation, extended vacation, disability, or difficulty in selling the unit due to market conditions in the area or other similar circumstances, the Board of Directors shall have discretion to approve an owner's application to temporarily rent the owner's entire unit. The duration for a temporary rental will be determined at the time of approval, no longer than 6-months, and can only be renewed if approved by the Board.

(2) **Waiting List.** If an owner's application is denied because the lease or rental will exceed the Lease-Rental Limit, the owner may request to be placed on a waiting list. The waiting list will be arranged according to the date the application was received. The owner may also request consideration for a temporary, short-term rental if a situation exists according to 7.5 (g)(iii)(1).

(iv) **Application of Amendment.** As of the date of recording of this amendment, any owner that is currently leasing or renting an entire unit for a period of at least six (6) consecutive months will be granted "grandfather" status and may continue to lease or rent the unit according to the terms of the current agreement. Once this lease or rental agreement is terminated, unless owner leases or rents the unit within ninety (90) calendar days of termination under a new agreement, the "grandfather" status will terminate. The

owner must then make application to the Board and receive approval, as specified in Section 7.5 (g)(ii), prior to initiating a new lease or rental agreement and/or any tenant occupancy of the unit.

(v) Statement of Unit Occupancy Information. All owners shall provide the Board of Directors with a Statement of Unit Occupancy Information which shall be kept on file with the books and records of the Association so that the Association may determine the number of units leased or rented. The information must include the name of the lessee or renter; and the term of the lease or rental agreement. The form must be submitted prior to occupancy by the lessee or tenant.

(vi) Lease and Rental Agreements. All leases and rentals shall be by written lease or rental 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 provision of the Declaration, these bylaws or the rules and regulations, the board may require the unit owner to terminate such lease or rental agreement.

(1) The owner is responsible for providing their lessee or tenant with copies of the Declaration, these bylaws, and all rules and regulations, including up dates to these documents during the agreement period.

(vii) Rules. An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Board to implement this section shall be established by rules adopted by resolution of the Board of Directors consistent with this section and ORS 100.405.

(viii) Remedies. If an owner fails to submit the required application and leases or rents any unit, or leases or rents any unit after the Board has denied the owner's application, the Board of Directors may:



(1) Assess fines against the owner and the owner's unit in an amount up to \$500 to be determined by the Board in accordance with ORS 100.405.

(2) Regardless whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to an action to require the owner to terminate the lease or rental agreement and removal of any lessee or tenant; or, action to terminate the lease or rental agreement and cause termination of such tenancy and the eviction of the lessee or tenant with or without joining the owner in any such action.

(ix) Cost of Attorney Fees. The Association shall be entitled to recover from the offending owner its costs and attorney fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may

assess such costs and attorney fees against the owner and the unit as an assessment pursuant to ORS 100.450.

**ASSOCIATION OF UNIT OWNERS OF
CASCADIAN COURT CONDOMINIUM, an
Oregon nonprofit corporation**

By: 
Chairperson
By: 
, Secretary

CERTIFICATION

The undersigned ~~Chairperson~~ and Secretary of Association of Unit Owners of Cascadian Court Condominiums, an Oregon nonprofit corporation, hereby certify that the within Amendment to Bylaws has been approved by unit owners as provided in Article 9 of the Bylaws and ORS 100.410.

**ASSOCIATION OF UNIT OWNERS OF
CASCADIAN COURT CONDOMINIUM, an
Oregon nonprofit corporation**

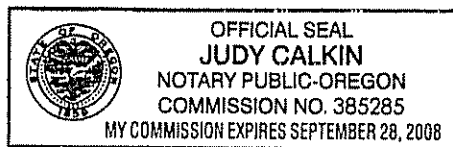
By: _____
Chairperson

By: Charles Parsons
Secretary

STATE OF OREGON)
) ss
County of MULTNOMAH)

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2005, by, _____ Chairperson, and CHARLES PARSONS, Secretary, of Association of Unit Owners of Cascadian Court Condominiums, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
Judy Calkin
My Commission Expires: SEPT. 28, 2008

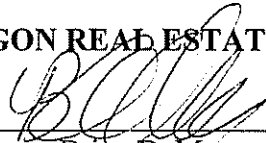


GOVERNMENTAL APPROVAL

The foregoing Amendment to the Bylaws of the Association of Unit Owners of Cascadian Court Condominiums, is approved pursuant to ORS 100.410 this 7 day of June 2005.

OREGON REAL ESTATE COMMISSIONER

By: _____


Brian DeMarco