

**Mountain Park Heights Condominium Homeowners Association**

To all Unit Owners:

Enclosed please find a copy of the latest revisions to the Association's Restated Bylaws that are now in force and binding upon all unit owners. These revisions were previously approved by a vote of the unit owners and have just recently been approved by the mortgagees. The mortgagees' approval was required because the revisions regard the leasing of the units. Please carefully review the revisions and insure that you comply with the requirements.

Dated this 5 day of July, 1999.

MOUNTAIN PARK HEIGHTS CONDOMINIUM HOMEOWNERS ASSOCIATION

By: William J. Duffy  
Bill Duffy, Director

By: Lisa M.M. Hand  
Lisa M.M. Hand, Director

**RESTATED BYLAWS OF  
MOUNTAIN PARK HEIGHTS CONDOMINIUM HOMEOWNERS ASSOCIATION**  
An Oregon Nonprofit Corporation

**Proposed Amendment (new section):**

**7.11 Leasing Units:**

The following paragraphs govern the leasing of Units by Unit Owners:

- 7.11.1. Except as otherwise provided in Section 7.11, no Unit Owner owning a Unit on October 1, 1998, shall enter into an agreement or agreements to lease that Unit for a cumulative period of greater than three years in any ten year period. At the conclusion of three years of continuous leasing or the conclusion of three years total intermittent leasing in any ten year period, the Unit Owner may, upon obtaining the prior written consent of the Board of Directors of the Mountain Park Heights Condominium Homeowners Association, enter into an agreement to lease that Unit for an additional period of time, not to exceed one year, upon good cause shown. Examples of good cause shown include temporary absence due to vacation, business, health, or other reasons as determined at the sole discretion of the Board. No person or entity purchasing a Unit after October 1, 1998, shall enter into an agreement or agreements to lease a Unit for a cumulative period of greater than one year in any ten year period for that Unit without the prior written consent of the Board of Directors, with such lease not to exceed one year, upon good cause shown as specified above.
- 7.11.2. Unless a Unit Owner also occupies the Unit, no Unit Owner may rent a Unit on a month-to-month basis. Any Lease of a Unit must be for a term of six months or greater. When leasing a Unit for any period of time, Unit Owners must use and comply with the Residential Lease Agreement provided by the Association. A copy of any executed Residential Lease Agreement must be provided to the Association on or before the start of the lease term. Furthermore, any Unit Owner who leases all or any part of a Unit must notify the Association of such lease at least five business days prior to the start of the lease term. No tenant may assign or sublease all or any part of a Unit for any period of time. Unit Owners that occupy their Unit may lease a portion of their Unit on a month-to-month basis, only as allowed by local zoning laws and ordinances and only if a Residential Lease Agreement provided by the Association is executed by the tenant. Where the Unit Owner is an occupant of the Unit, agreements between the Unit Owners and any tenants for shared occupancy are exempted from the limitation on the duration of lease agreements as provided in paragraph 7.11.1. However, the Board of Directors, upon making a determination that such tenancy is not an agreement for shared occupancy but an agreement between a non-occupant owner and their tenant, may enforce the leasing restrictions provided in this section. Each tenant shall be required to comply with the Declaration, Restated Bylaws, Rules and Regulations of the Association, and the terms and conditions of the Residential Lease Agreement.