

90-32640

FIRST REVISED BYLAWS  
OF  
BEND RIVERSIDE CONDOMINIUM MOTEL PHASE II

DECEMBER 13, 1989

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FIRST REVISION OF BYLAWS  
FOR THE  
BEND RIVERSIDE CONDOMINIUM MOTEL PHASE II  
AS OF DECEMBER 13, 1989

DECLARATION for the Bend Riverside Condominium Motel Phase II was recorded December 15, 1975 in Volume 226, Page 131 on microfilm records of Deschutes County, Oregon.

A CONDOMINIUM LYING AND BEING IN THE COUNTY OF DESCHUTES, AND THE STATE OF OREGON, AND DESCRIBED AS:

That part of the Southwest Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) East of the willamette Meridian, Deschutes County, Oregon, as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 17 South, Range 12, EWM; thence  
North 0 13' East for 329.07 feet; thence  
North 89 53' 40" West for 305.62 feet; thence  
South 0 06' 20" West for 116.00 feet; thence  
South 89 53' 40" East for 73.49 feet; thence  
South 16 45' 20" East for 102.29 feet; thence  
South 33 20' 46" East for 100.00 feet; thence  
South 41 14' 13" East for 42.34 feet; thence  
South 37 12' 21" East for 132.95 feet; thence  
North 42 49' 41" East for 5.60 feet; thence  
East for 35.00 feet thence  
South 0 14' 22" East for 8.84 feet; thence  
North 59 30' East for 216.71 feet; thence  
North 89 55' 14" West for 187.20 feet to the point of beginning.

Original Bylaws of the Bend Riverside Condominium Motel Phase II were recorded December 15, 1975 in Volume 226, Page 150 on microfilm records of Deschutes County, Oregon.

ARTICLE I  
DEFINITIONS

1. Definitions. When used herein the following terms shall have the following meanings:
  - 1.1 AUO is the abbreviation meaning All Unit Owners.
  - 1.2 PUO is the abbreviation meaning Rental Pool Unit Owners.
  - 1.3 ASSOCIATION means the Association of All Unit Owners of the Bend Riverside Condominium Motel Phase II.
  - 1.4 BOARD OF DIRECTORS means the directors elected/appointed pursuant to the provisions of the Bylaws to govern the affairs of the Association and PUO.
  - 1.5 BYLAWS means the Rules and Regulations governing the "All Unit Owners" of the Bend Riverside Condominium Motel Phase II. The Bylaws may be amended at the annual All Unit Owner's Meeting, or Special Meeting called for that purpose.
  - 1.6 COMMON ELEMENTS. The general common elements consist of the following, to the extent they exist on the property:
    - a. The ground lease, pathways, sidewalks, driveways, fences, parking areas, front and back steps and patios of each unit, stairways, hallways, fire apparatus, grounds, landscaping, storage rooms, laundry room, recreational facilities and service rooms.
    - b. The office and the unit above the office.
    - c. All other elements of any building necessary or convenient to its existence, maintenance and safety, or normally in common use.
  - 1.7 DECLARATION means the instrument by which the condominium was created and as modified by any supplemental Declaration filed in accordance with Oregon Revised Statute 94.047.

- 1.8 MANAGEMENT FIRM/MANAGER means any Management Firm, Manager, or Corporation contracted by the Association to handle the duties as set forth by the Board of Directors. The Management Firm/Manager may also serve as manager for the Rental Pool (PUO) as defined under a separate agreement.
- 1.9 PEAK HOURS means to encompass any time of day, holiday or season when units are operating at or near capacity.

2. DEFINITIONS IN DECLARATION AND OREGON CONDOMINIUM ACT

- 2.1 The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws. In addition, all definitions as found in Oregon Revised Statutes Section 94.004 shall be applicable unless stated otherwise herein.

ARTICLE II

PLAN OF UNIT OWNERSHIP

1. APPLICABLE OREGON REVISED STATUTES

The project, located in the City of Bend, County of Deschutes, State of Oregon, known as Bend Riverside Condominium Motel Phase II, is subject to the provisions of Oregon Revised Statutes, Sections 94.004 through 94.991.

2. BYLAWS APPLICABILITY

The provisions of these Bylaws are applicable to the project, the common elements, the owners, Association and the entire management structure thereof.

3. PERSONAL APPLICATION

All present or future owners, tenants, or their guests, or management employees, or any other persons that might use the facilities of the common elements in any manner are subject to the regulations set forth in these Bylaws.

## ARTICLE III

## VOTING, MAJORITY OF OWNERS, QUORUM AND PROXIES

## 1. VOTING

Voting by the AUO shall be on a percentage of ownership basis. The percentage of ownership shall be determined by the percent assigned to the unit(s) by the Declaration. An owner can be a person, or persons, firm, partnership, corporation, association or any other legal entity. The voting rights will be limited to the ownership percentage assigned to the unit(s) owned by the legal entity. In the event of multiple ownership of a unit, the signature of one owner shall be binding on all the parties of interest in the ownership.

## 2. MAJORITY OF OWNERS

The "majority of owners" as used in these Bylaws means those owners holding more than 50% of the ownership percentage.

## 3. QUORUM

Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" (as defined in Section 2 of this Article) shall constitute a quorum.

## 4. PROXIES

4.1 Votes may be cast in person or by proxy with the Secretary, Personal Representative or an appointed unit owner and may require that he/she cast a vote for or against any item of business set out in the meeting notice. Proxies must be filed with the Secretary before the appointed time of each meeting. Each proxy shall designate the period for which it is valid.

4.2 A proxy may be withdrawn at any time by written notice or by the giver of the proxy being present at the meeting in which the proxy is going to be voted.

ARTICLE IV  
ADMINISTRATION

1. ASSOCIATION RESPONSIBILITIES

- 1.1 The owners will constitute the Association of Owners, hereinafter referred to as the "Association" (AUO). The Association of unit owners shall be organized to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the Condominium and as set forth in Article VII, Section 3.1 through 3.3 and elsewhere in these Bylaws. The Association will have the responsibility to elect or discharge the Directors. Resolutions of the Association shall require approval by a majority of the owners, except as otherwise provided. Ratification of Board's Actions, for or against, shall take place at each Annual Meeting.
- 1.2 An agreement/contract will be made with a Management Firm/Manager for the AUO which will contain provisions relating to the duties, obligations, removal and compensation.

2. NOTICE OF ASSOCIATION MEETINGS

The Secretary shall mail a notice of each Annual Meeting or Special Meeting to each unit owner. The notice shall contain the time, date, place, and purpose of the meeting. The notice shall be mailed at least ten (10) days but not more than thirty (30) days prior to such meeting. Meeting notice shall be deemed to be given if the notice is mailed to the unit owner's last known address. If the unit ownership is split or being sold on a contract, all interested parties shall be given notice. If no address is given, then the notice shall be mailed to the condominium unit. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3. PLACE OF MEETINGS

Meetings of the Association shall be held at a place and time convenient to the unit owners. The Board of Directors shall set the time, date and place of the meetings.

## 4. ANNUAL ASSOCIATION MEETING

The Annual Association Meeting will be held in November or December each year. New Directors will be elected to the Board of Directors at the Annual Meeting in accordance with Article V, Section 2. Unit owners may also conduct any other Association business that the Association has legal authority to conduct.

## 5. SPECIAL MEETINGS

The Chairperson shall call a Special Meeting when directed by a Board of Directors Resolution, or by a petition signed by a majority of the unit owners. Petitions must be submitted to the Secretary for unit owner majority verification. The Secretary shall notify all unit owners of the time, date, place, and purpose of the meeting in accordance with Meeting Notification Rules. No business shall be transacted at a Special Meeting without a majority of unit owners represented, and as stated in the Meeting Notice, unless by consent of a majority of the owners represented at such meeting.

## 6. ORDER OF BUSINESS

The order of business at all Association Meetings shall be as follows:

- 6.1 Call meeting to order in accordance with Robert's Rules of Order.
- 6.2 Roll Call of the Board of Directors.
- 6.3 Proof of Meeting Notice.
- 6.4 Reading and approval of prior Meeting Minutes.
- 6.5 Appointment of Election Inspectors, from the unit owners, by the Chairperson; and proof of quorum.
- 6.6 Directors Reports.
- 6.7 Committee Reports.
- 6.8 Unfinished and/or Old Business
- 6.9 New Business.
- 6.10 Election of Directors.
- 6.11 Ratification of Board Actions.
- 6.12 Adjournment.



## ARTICLE V

## BOARD OF DIRECTORS

## 1. NUMBERS AND QUALIFICATION

The affairs of the Association shall be governed by a Board of Directors composed of six unit owners. There may not be more than one director from one unit ownership.

## 2. ELECTION AND TERM OF OFFICE

2.1 Directors shall be elected for a three year term. The Director shall hold office until their successor has been elected and the Annual Meeting has been adjourned.

2.2 New Directors shall be given a current copy of the Bylaws outlining duties as they relate to the AUO, and be advised as to the separate Rental Pool Agreement/Contract.

## 3. VACANCIES

Vacancies on the Board of Directors, caused by any reason other than removal of a Director by a vote of the Association, shall be filled by a majority vote of the remaining Directors.

Each person so elected shall be a Director until a successor is elected to fill the unexpired term at the next Annual Association Meeting.

## 4. REMOVAL OF DIRECTORS

4.1 At any regular or special Association meeting, one or more of the Directors may be removed with or without cause by a majority of the owners. A successor may then be elected to fill the vacancy thus created for the rest of the unexpired term. Any Director whose removal has been proposed by unit owners shall be given an opportunity to be heard at that meeting.

4.2 Any Board Member who is absent from three consecutive regular board meetings, except by leave of absence due to major illness, will have his/her position declared vacant. The Board will appoint a replacement to serve until the next annual Association meeting.

## 5. BOARD OF DIRECTORS' QUORUM

A majority of the Directors shall constitute a quorum for the transaction of business. If less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present must reschedule the meeting to a date and time certain. In such case, new notice shall be given to all Directors in accordance with Section 7.1 of this Article.

## 6. REIMBURSEMENT OF DIRECTORS' EXPENSES

Directors shall be reimbursed for out-of-pocket expenses, such as mileage, telephone calls, meals, and overnight lodging which are necessary and reasonable. Directors shall be paid a monthly fee as set by the Board of Directors.

## 7. REGULAR BOARD MEETINGS

7.1 Regular board meetings may be held at a predetermined time and place by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be called by the Chairperson on not less than three (3) days notice to each Director, given personally, by mail or telephone. The notice shall state the time, date, place, and purpose of the meeting.

7.2 All meetings of the Board of Directors shall be open to all unit owners according to the Oregon Revised Statute 94.164.

7.3 All Board Meeting Notices (regular and special) shall be posted in the Bend Riverside Condominium Motel Phase II Office with the time, date, place, and purpose of the meeting. This information shall be made available, prior to said meeting, to any unit owner upon request.

## 8. SPECIAL BOARD MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson on not less than three (3) days notice to each Director, given personally, by mail or telephone. Such notice shall state the time, date, place, and purpose of the meeting. Special meetings shall be called by the Chairperson or Secretary in like manner and on like notice, by written request of at least three (3) Directors. If all Directors are present, no notice shall be required, and any business may then be transacted.

## 9. VOTING

Each Director shall have one vote and must be present at the Board Meeting to exercise that vote. Any Director who abstains from voting shall state the reason for the vote abstention for the record. Directors shall disclose the nature of any conflicts of interest, in accordance with Section 10 of this Article.

## 10. CONFLICT OF INTEREST

It is the policy of the Bend Riverside Condominium Motel Phase II Association, its Officers and Directors of the Association, to scrupulously avoid actual or apparent conflict of interest between their own respective individual interest and the interest of the Association in any and all actions taken by them on behalf of the Association in their respective capacities. Any Director who has or will have a direct or indirect interest in, or relationship with any individual or organization which proposes to enter into any transaction with the Association, shall give the Board of Directors notice of such interest or relationship and shall thereafter refrain from discussing or voting on the particular transaction nor attempt to exert any influence on the Association or the Board to affect their decision. Specifics include, but are not limited to, items listed in this Article, Sections 10.1 through 10.4.

10.1 The sale, lease, or rental of any personal or real property for the Association.

10.2 The employment or rendering of services.

10.3 The awarding of a contract or subcontract.

10.4 The investment or deposit or any of the Association funds.

10.5 The Minutes of the meeting shall reflect that a disclosure was made and that there was an abstention from discussion and voting on the particular issue.

10.6 All new members of the Board shall be advised of this Policy by the Chairperson immediately upon election or appointment.

## 11. POWERS AND DUTIES

The Board of Directors shall have the responsibility for the administration of the Association, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project. Directors shall perform all duties as directed by the owners that are not prohibited by law or these Bylaws. The Board of Directors may agree to create and create a Joint Board of Directors with other condominiums for the purpose of joint administration of their respective condominiums. Said Joint Board shall have all the rights, duties, and privileges herein granted to the Board; save and except nothing herein shall abridge the rights and privileges of owners of units in this condominium as herein set out.

## 12. OTHER DUTIES

In addition to duties imposed by these Bylaws, or by Resolution of the Association, the Board of Directors shall be responsible for the following:

12.1 Maintenance and surveillance of the common elements.

12.2 Should the Board of Directors choose to employ the services of a professional, such as an accountant, architect, attorney, engineer, inspector, consultant or specialist in any field, a letter of understanding between the Board of Directors and the professional shall be prepared where possible. The letter shall outline the service(s) to be rendered and limitations to cost that will ensue. These letters shall be kept as part of the Minutes of the Bend Riverside Condominium Motel Phase II.

12.3 The Board of Directors shall have the right to settle all insurance claims of the Association or unit owners(s), and give releases and proof of loss to any insurance carrier provided that any two Directors sign the same following Board approval.

## 13. MANAGEMENT FIRM/MANAGER

13.1 The Board of Directors may employ for the benefit of the Association (AUO) a Management Firm/Manager. The Board shall determine duties, services and compensation of the Management Firm/Manager. The (AUO) Management Firm/Manager shall serve at the Board's pleasure and may also

serve as the Rental Pool's Management Firm/Manager (PUO). Rental Pool duties and responsibilities are defined under a separate agreement.

#### 14. FIDELITY BONDS

The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall be covered with adequate fidelity bonds. The premiums for such bonds shall be paid by the Association.

#### 15. ERRORS AND OMISSIONS

15.1 Directors of the Association will be covered by an Errors and Omissions Insurance Policy. The premium for such policy will be paid by the Association (AUO).

15.2 The Association shall have the power, at its discretion, to indemnify to the fullest extent not prohibited by law, all Directors present and past, against any threatened or actual legal proceedings brought upon them as a result of their lawful conduct or activities while serving on behalf of the Association, including reasonable attorneys fees.

15.3 To the fullest extent not prohibited by law, no Director of the Association shall be personally liable to the Association or the unit owners for monetary damages, for conduct done in good faith and within the scope of the duties as a Director. If the Oregon Revised Statutes are amended after this Article becomes effective to further eliminate or limit the personal liability of the Directors it shall be eliminated or limited to the fullest extent not prohibited by law.

### ARTICLE VI

#### OFFICERS

##### 1. DESIGNATION

The principal officers of the Association shall be: Chairperson, Vice-Chairperson, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgement may be necessary.

## 2. ELECTION OF OFFICERS

Officers of the Association shall be elected annually by the Board of Directors at the next regularly scheduled Board Meeting after the Annual Meeting.

## 3. REMOVAL OF OFFICERS

Upon a majority vote of the members of the Board of Directors, any Officer may be removed, with or without cause, however he/she will continue to be a member of the Board. The vacant office of the Board may subsequently be filled at any regular or special Board Meeting.

## 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. The Chairperson shall have all of the general powers and duties which are usually vested in the office of president of a Condominium Association, including but not limited to, the power to appoint committees from among the owners that he/she may decide is appropriate to assist in the conduct of the affairs of the Association. The Chairperson shall vote on all motions. In the case of a tie vote, the motion will have failed.

## 5. VICE-CHAIRMAN

The Vice-Chairperson shall chair the meeting in the absence of the Chairperson, and perform duties assigned by the Chairperson.

## 6. SECRETARY

6.1 The Secretary shall keep the Minutes of all meetings of the Board of Directors, and all Association Meetings.

6.2 The Secretary is responsible for recording all amendments to the Bylaws with Deschutes County. The Secretary shall forward a copy of any recorded Amended Bylaws to the Oregon Real Estate Commissioner for their records.

- 6.3 The Secretary shall have charge of such books and papers as the Board of Directors may direct. He/she shall perform all duties pertaining to the office of Secretary.

## 7. TREASURER

- 7.1 The Treasurer shall have responsibility for overseeing all financial activities relating to the Association. The Treasurer shall consult with the AUO Management Firm/Manager on an on-going basis and shall make such financial reports as directed by the Board of Directors. Any unit owner may request the right to inspect the Association books upon making a written request to the Treasurer. Such inspection shall be made during regular business hours.
- 7.2 The Treasurer shall arrange for an independent audit, or such other financial tests, of the books of the Association (AUO), at intervals as directed by the Board of Directors, but in no case, not less than each three (3) years.
- 7.3 In the event the Chairperson and Vice-Chairperson are absent from a meeting, the Treasurer shall preside.

## ARTICLE VII

### OBLIGATIONS OF UNIT OWNERS

#### 1. ASSESSMENTS

- 1.1 All owners are obligated to pay monthly assessments imposed by the Association to meet all the common elements expenses, which will include all types of insurance premiums, such as liability, fire, windstorm or other hazards, theft, workers' compensation and boiler insurance. The assessment will be made pro rata according to the percentage of ownership. Such assessments shall include monthly payments to a reserve fund for replacements. Such assessments shall include payments of leases on real and personal property, if any, monthly payments to a reserve fund for replacements and general operating reserve fund. All such assessments may be paid as expenses of the motel operation for unit owners who participate in the agent's agreement for the rental of such purchaser's unit.

Non-participating unit owners must pay an assessment to the Association.

- 1.2 The Association shall establish and maintain a Reserve Fund for replacements by allocations and monthly payments to the reserve fund. The monthly contributions will not be less than 5% of all unit owners monthly assessments. Reserve funds shall be deposited in a special account in a safe and responsible depository.
- 1.3 Deposits may be invested in savings certificates, money markets funds, certificates of deposit, or any other secured investment at the discretion of the Board of Directors. The reserve fund is to be used for the replacement of common elements of the condominium. Disbursements from such funds may be made only after action by the Board of Directors, and in accordance with the limitations placed on the Board by the Bylaws under Section 3 of this Article.

## 2. MAINTENANCE, REPAIR AND REPLACEMENT

- 2.1 Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the common elements in its entirety or in part belonging to other owners. He/she is expressly responsible for the damages and liabilities that his/her failure may engender.
- 2.2 All the repairs of internal installations of the unit, such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, TV cable, and all other accessories belonging to the unit area, shall be at the owner's expense. The PUO Management Firm/Manager may assume the responsibility for such repairs for the Rental Pool Owners.
- 2.3 An owner shall reimburse the Association for any expenditures incurred in repairing and replacing any common area and facility damaged through his/her fault or neglect.
- 2.4 Expenditure of AUO funds in excess of \$1,500.00 shall require:
  - a. Board action
  - b. Preparation of written specifications



c. Three (3) competitive bids

- (1) If three (3) competitive bids cannot be obtained, written documentation stating the reasons shall be made part of the record.
- (2) Votes of two Directors shall be required to approve such expenditure, if three bids cannot be obtained.
- (3) Special consideration should be given to local contractors when possible.

2.5 Any expenditure of over \$50,000.00 from the AUO Reserve Fund must be approved by the majority of owners at a duly constituted All Unit Owner's Meeting.

3. USE OF UNITS - INTERNAL CHANGES

- 3.1 All 94 units and the unit above the office (caretaker's unit) shall be utilized for single family residential purposes only. If the caretaker's unit is to be used by the motel management, or other employees connected with the motel operation, such unit will be made available to the Rental Pool at an agreeable monthly rental fee determined by the Board of Directors.
- 3.2 An owner shall not make any structural modifications, alterations or installations within his/her unit without previously notifying the Secretary in writing. The Board of Directors shall have to answer the request within sixty (60) days. Failure to do so within the stipulated time frame shall mean that there is no objection to the proposed modification or alteration.

4. USE OF COMMON ELEMENTS

An owner shall not place any furniture or other objects in areas which would restrict the use of space to others.

5. RIGHT OF ACCESS

The Association, through its Board of Directors, shall have the right of access to each unit as necessary for maintenance, repairs or replacements of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to

the common elements or to another unit. In case of emergency, originating in or threatening his unit or other portions of the condominium, each unit owner hereby grants the right of entry to any person authorized by the Board of Directors whether or not the owner is present at the time.

## 6. RULES OF CONDUCT

- 6.1 No resident shall post any advertisements, posters, or signs of any kind in or on the common elements except as authorized by the Board of Directors.
- 6.2 The Board of Directors reserves the right to levy a penalty, with proper notification and right to appeal, to those in violation of these rules as follows:
  - a. No pets or animals shall be permitted in any unit except with authorization from the Board in writing.
  - b. Occupants shall exercise extreme care about creating disturbances, excessive noises, and the use of musical instruments, radios, televisions, and amplifiers that may disturb other unit owners.
  - c. It is prohibited to hang anything such as garments, rugs, etc., from the exterior of the common elements.
  - d. It is prohibited to hang or shake anything from the windows and walkways, or to clean rugs, mops, etc., by beating them on the exterior of the common elements.
  - e. It is prohibited to dispose of garbage or trash except in disposal containers provided for such purposes in the service areas.
  - f. No owner, resident or leasee shall install wiring for electrical or telephone installations, television antennae, air conditioning units or machines, etc., on the exterior of the common elements, or that protrude through the walls or the roof, except as authorized by the Board of Directors. No window guards, awnings, or shades shall be installed without prior consent from the Board of Directors.

- g. No exterior antenna shall be allowed except those approved by the Board of Directors.
  - h. Curtains and drapes shall be generally white or lined with white for pleasing aesthetics and to give uniformity to the building.
  - i. The parking spaces are intended for the use of the owners and renting guests only. Parking of boats, trailers and trucks larger than 3/4 ton or motorhomes shall be allowed only in areas designated by the On-Site Manager. The on-site management may reserve the right to limit parking of vehicles other than automobiles to a designated area of the parking lot and limit the number of vehicles allowed. Employees of the Bend Riverside Condominium Motel Phase II shall park their vehicles off the property during peak hours. Vehicles left on the lot that are non-operable shall be removed according to Oregon Revised Statutes. Vehicular traffic in the parking lot will be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles and all motorized vehicles. Speed signs shall be posted.
  - j. Skateboarding will not be allowed on the property and signs will be posted to this effect.
  - k. Recreation areas, play areas, offices, all common garden and patio areas are provided for the use of the owners and their guests. Rules and regulations shall be posted with the hours and conditions that the facilities will be available.
- 6.3 Any unit owner who does not place their unit in the rental pool may have separate locks not master-keyed to the rental pool units. Such AUO owner's entrance locks shall be master-keyed to a special master key for all units not in the rental pool. Owners assume full responsibility for the contents in their unit.
- 6.4 Installation of locks and keys for locked cabinets or storage areas within the owner's unit are at the owner's expense. The Association shall not assume any responsibility for losses or damages.

## 7. DEFAULT

Failure by the owner to pay any assessment by the Association, when due, shall be a default by the owner and subjects the owner and the unit to the obligations of these Bylaws and the Oregon Condominium Act. In addition, any default by the owner in any provision of these Bylaws or of the Oregon Condominium Act, shall be deemed to be in default of any lien to which the owner is a party or to which the unit is subject.

## ARTICLE VIII

## AMENDMENTS TO BYLAWS

1. These Bylaws may be amended by the Association (AUO) in a duly constituted meeting. No amendment shall take effect unless approved by owners holding more than fifty percent (50%) of the ownership. Voting may take place by personal attendance or by proxy. Any proposed Bylaw amendments will be sent to owners thirty (30) days prior to the meeting in which action will be taken.

## ARTICLE IX

## MORTGAGEES NOTICE OF UNPAID ASSESSMENTS

## 1. NOTICE TO ASSOCIATION

An owner who encumbers his/her unit shall notify the Association (AUO) through the Secretary or the Chairperson, giving the name and address of the lienholder.

ARTICLE X

COMPLIANCE

1. These Bylaws are set forth to comply with the requirements of the Oregon Condominium Act, which are incorporated herein. In case any of these Bylaws conflict with the provisions of the Oregon Revised Statutes, it is hereby agreed and accepted that the provisions of the Statutes will apply.

ARTICLE XI

SUITS AND ACTIONS

1. COST AND FEES

- 1.1 In the event a suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws, or of the Oregon Condominium Act, the owner(s) jointly and severally will pay the costs of such suit or action, including a reasonable attorney's fee to be fixed at the trial and/or on appeal.
- 1.2 In any foreclosure suit against a unit, the unit owner(s) may be required to pay a reasonable rental fee for the unit, and the plaintiff is such foreclosure shall be entitled to the appointment of a receiver to collect the rent.

At the annual owners' meeting of November 30, 1988, the following motion was passed: "To approve the By-laws as changed and to include any other changes made necessary by law, or by advice of attorney." At the annual owners' meeting of December 31, 1989, the following motion was passed: "To reaffirm approval of the Bylaws as amended."

It is hereby certified that these First Revised Bylaws have been adopted by the Bend Riverside Condominium Motel Phase II and will be recorded in the Deed Records of Deschutes County.

Clinton Holland and Bill Hargadine hereby certify that we are, respectively the Chairman and the Secretary of Bend Riverside Condominium Phase II and that the foregoing First Revised Bylaws to the Bend Riverside Condominium Phase II was executed and acknowledged by more than 75% of the unit owners of each condominium motel as required by the Bylaws with respect to the First Revised Bylaws thereof.

Dated this 30th day of November, 1988.

Clinton A. Holland  
Chairman, Bend Riverside, Phase II

Bill Hargadine  
Secretary, Bend Riverside, Phase II

State of Oregon )  
                              ) ss  
County of Marion)

On this 24<sup>th</sup> day of Oct. 1990, before me appeared Clinton Holland and Bill Hargadine, who being duly sworn did say that he, the said Clinton Holland is the Chairman and he the said Bill Hargadine is the Secretary of the Bend Riverside Condominium/Motel Phase II Association and that the said instrument was signed in behalf of said association by authority of its Board of Directors, and Clinton Holland and Bill Hargadine acknowledge said instrument to be the free act and deed of the association.

In testimony whereof, I have here unto set my hand and affixed by official seal this day.



Barbara A. Lindemann  
Notary Public for Oregon  
My commission expires: 6/1/93

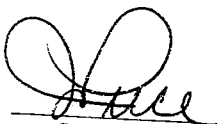
STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

90 OCT 26 AM 10:01

MARY SUE PENHOLLOW  
COUNTY CLERK

✓  
Clint Holland  
PO Box 2339  
Salem 97308

BY.  DEPUTY  
NO. 90-32640 FEE 115  
DESCHUTES COUNTY OFFICIAL RECORDS