

After Recording Return to:
James W. Hoffman
975 Oak Street, Suite 600
Eugene, Oregon 97401

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-31112



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SECOND AMENDMENT TO AMENDED AND RESTATED BYLAWS

FOR

TENNIS VILLAGE TOWNHOUSES ASSOCIATION, INC. (An Oregon Condominium Association of Unit Owners)

This Second Amendment to Amended and Restated Bylaws for Tennis Village Townhouses Association, Inc., pursuant to the provisions of ORS 100.410 is made and executed in Lane County, Oregon, this 27th day of May, 2002, by **TENNIS VILLAGE TOWNHOUSES ASSOCIATION, INC.**, an Oregon nonprofit corporation.

RECITALS

- A. **TENNIS VILLAGE TOWNHOUSES ASSOCIATION, INC.** (the "Association"), is an Oregon nonprofit corporation.
- B. The members of the Association are members of a condominium project with Bylaws originally recorded December 13, 1976, in Book 242, Page 192, Deed Records, Deschutes County, Oregon; as amended by instrument recorded December 20, 1983, in Book 37, Page 485, Deed Records, as amended by Amended and Restated Bylaws on November 18, 1986, at Book 136, page 2357, Deschutes County Official Records (collectively the "Amended Bylaws") and as amended by the First Amendment to Amended and Restated Bylaws recorded on January 18, 2002 in the Deschutes County Official Records as instrument number 2000-03429. The members of the Association have voted to amend the Amended Bylaws as provided herein by a vote of a majority of the membership of the Association.

THEREFORE, the Association, on behalf of its Unit Owners, hereby amends the Amended Bylaws as follows:

1. **Restatement of Section 7.4.** Section 7.4 of the Amended Bylaws is hereby revoked and amended and restated in its entirety as follows:

“7.4 Apportionment of Receipts and Expenses. Receipts of the property shall be distributed among, and the common expenses shall be charged to, the Unit Owners on the basis of the percentage of ownership as set forth in the Declaration of Tennis Village Townhouses. Receipts by Unit Owners for rental of their unit shall not constitute common receipts. The Association shall bill each unit owner quarterly for his share of the common expenses and the owner shall pay this assessments in accordance with Section 19 herein. If any Unit Owner shall become delinquent for two (2) successive months’ payment of such common expenses, the Board of Directors shall proceed to record a lien against his unit pursuant to ORS 94.195. No Unit Owner may exempt himself from any liability for his contribution towards common expenses by waiver of the use of enjoyment of any of the common elements or by abandonment of his unit.”

2. **Restatement of Section 19.** Section 19 of the Amended Bylaws is hereby revoked and amended and restated in its entirety as follows:

“19. Attorney’s Fees, Interest and Late Fee. Assessment statements showing current amounts due shall be mailed to each unit owner at the beginning of each calendar quarter (unless the owner has elected to prepay the entire annual assessment). To avoid late charges, payments by owners must be postmarked no later than twenty (20) calendar days after the beginning of the quarter. A finance charge, at the annual rate of eighteen percent (18%) shall be assessed on all such past due balances and, in addition, a late fee of \$25.00 will be charged.

Each unit owner promises and agrees to pay the Association's reasonable attorney's fees and collection costs with respect to collection of delinquent dues, assessments and other sums owing to the Association by a unit owner. If any suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, plus for attorney's fees and costs incurred seeking relief from stay in bankruptcy court. Such sums shall include an amount estimated by the Court as reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered such suit, action or other proceeding."

3. **Defined Terms.** Except as otherwise defined herein, the terms used in this Section Amendment to the Amended Bylaws (the "Second Amendment") shall have the respective meanings assigned to such terms in the Amended Bylaws.
4. **Ratification of Amended Bylaws.** Except as expressly amended hereby, all terms, covenants and conditions of the Amended Bylaws shall remain in full force and effect, and the members of **TENNIS VILLAGE TOWNHOUSES ASSOCIATION, INC.** do expressly ratify and confirm the Amended Bylaws as amended hereby. All future references to the Amended Bylaws shall be deemed to refer to the Amended Bylaws as amended hereby.
5. **Effective Date.** This Second Amendment shall take effect upon recording.

Executed by the duly authorized representatives of the Association this 29 day of May, 2002.

**TENNIS VILLAGE TOWNHOUSES
ASSOCIATION, INC.,** an Oregon
nonprofit corporation

By Larry Brabham
LARRY BRABHAM, President and Chairman

JAMES W. HOFFMAN, Secretary

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OFFICIAL SEAL
DEANA CAREE CARPENTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 343728
MY COMMISSION EXPIRES MARCH 20, 2005

My Commission Expires: 3/20/05

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