

WHEN RECORDED, RETURN TO:

Vial Fotheringham LLP
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Lake Oswego, OR 97035
(503) 684-4111

GRANTOR: Rivercliff Estates Homeowners Association, Inc.

GRANTEE: Public

**SECOND AMENDMENT
TO
BY-LAWS OF RIVERCLIFF ESTATES CONDOMINIUM**

This Second Amendment to By-Laws of Rivercliff Estates Condominium (“**Amendment**”) is made by Rivercliff Estates Homeowners Association, Inc., an Oregon nonprofit corporation (the “**Association**”).

RECITALS

- A. Rivercliff Estates Condominium (“**Condominium**”) is a condominium located in Multnomah County, Oregon. The Condominium was created under the Oregon Condominium Act, ORS Chapter 100 (formerly the Unit Ownership Law, ORS 91.500 *et seq.*) by the following documents recorded in the Records of Multnomah County, Oregon:
1. *Preliminary Declaration Establishing a Plan for Condominium Ownership*, recorded November 2, 1972, in Book 891, Page 610, as amended from time to time (“**Preliminary Declaration**”).
 2. *By-Laws of Rivercliff Estates Condominium*, recorded November 2, 1972, in Book 891, Page 657, as amended from time to time (“**Bylaws**”).
 3. *Plat for Rivercliff Estates Condominium – Units 1 thru 62*, recorded November 2, 1972, in Book 1203, Page 50, Plat Records (“**Stage I Plat**”).
 4. *First Final Declaration Establishing a Plan for Condominium Ownership*, recorded June 27, 1974 in Book 993, Page 1529.
 5. *Supplemental Declaration Establishing a Plan for Condominium Ownership, Rivercliff Estates Condominium, Multnomah County, Oregon, Stage II*, recorded June 9, 1975 in Book 1044, Page 1823 (“**Stage II Declaration**”).
 6. *Plat for Rivercliff Estates Condominium Units 63 thru 115*, recorded June 9, 1975 in Book 1205, Page 73, Plat Records (“**Stage II Plat**”).

- B. Association is Rivercliff Estates Homeowners Association, Inc., an Oregon nonprofit corporation, formed pursuant to the Preliminary Declaration and Bylaws, and incorporated by Articles of Incorporation filed February 22, 1977 in the office of the Oregon Secretary of State, Corporation Division.
- C. The Association and unit owners wish to amend the provisions of the Bylaws as provided below.

NOW THEREFORE, pursuant to ORS 100.140, the Board of Directors, on behalf of the Association, hereby amends the Bylaws in the manner set forth below.

I. A new Section 8 is added to Article VI of the Bylaws as follows:

Section 8. Leasing and Renting Units.

- (a) **Rental.** The leasing or renting of a unit by its owner shall be governed by the provisions of this section. As used in this Section, the terms “to rent” or “renting” a unit means any rental or lease under which the owner of the unit grants the right to use or occupy a unit for any term, regardless of whether rent is paid. Any person who is granted the right to rent a unit is referred to as the “tenant.” The term “to rent” or “renting” shall not include:
 - (i) Any joint ownership of a unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
 - (ii) An agreement between the owner and a roommate under which the owner and another person or persons share joint use of the entire unit.
- (b) **Owner Occupancy.** Any person acquiring a unit after this Amendment is recorded must personally occupy such unit for at least thirty-six (36) months before such owner will be eligible to rent such unit.
- (c) **Restrictions on Rentals.**
 - (i) **No Transient or Monthly Rentals.** No owner shall be permitted to rent his unit for any period less than six (6) months, except that any rental may be extended beyond such minimum term on a month-to-month basis. This subsection shall not apply to occupancy of a furnished unit by an immediate family member of the owner.
 - (ii) **Rental of Entire Unit.** An owner may not rent less than the entire unit.

- (d) **Limitation on Number of Rented Units.** Except in the case of hardship under Subsection (e) or an owner who is renting a unit at the time of recording of this Amendment under Subsection (f) below, no more than fifteen (15) units in the Condominium may be rented at any one time (“Rental Cap”).

- (e) **Hardship.** If the Rental Cap has already been reached, an owner may apply to the Board of Directors for a hardship exception to the prohibition against additional rentals. An exemption under this subsection shall be for one (1) year. At the termination of any hardship exemption, the owner or authorized applicant of the owner may submit an application for extension of the hardship exemption for additional one-year periods. The following situations may be considered for hardship-based exceptions:
 - (i) The owner or the owner’s spouse relocates for work or educational purposes;
 - (ii) The owner dies, is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness;
 - (iii) Inability to rent a unit will result in serious financial hardship to the owner; and
 - (iv) Such other extraordinary circumstances that the Board of Directors deems a hardship. The Board of Directors, in its sole and unfettered discretion, shall determine whether owner’s situation meets any criterion for a hardship-based exception. It may then grant or deny such exception.

- (f) **Grandfather Exception.** Any owner whose unit is rented at the time this Amendment is recorded, and any owner receiving permission from the Board of Directors to rent the owner’s unit after this Amendment is recorded, may continue to rent such unit (and such unit will be considered rented), even to different tenants, following the expiration or termination of the initial tenancy until any one of the following occurs:
 - (i) The owner notifies the Board that the owner no longer wishes to rent such unit; or
 - (ii) The unit is occupied by the owner for any period exceeding thirty (30) days or the unit is vacant for any period exceeding sixty (60) days. Notwithstanding the preceding sentence, any tenancy entered into after this Amendment is recorded shall be for a minimum duration of six (6) months.

- (g) **Rental and Lease Agreement Requirements.** A rental or lease agreement must be in writing and provide that:

- (i) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws, any amendments to the Declaration or Bylaws and all rules and regulations adopted at any time by the Association;
 - (ii) The tenant must comply with all applicable requirements of the Declaration, Bylaws, and any rules and regulations; and
 - (iii) Failure by a tenant to comply with the Declaration, Bylaws, and any rules and regulations constitutes a default under the rental agreement and that in the event of default the Association may require the owner to terminate the rental agreement and require the owner to evict the tenant.
- (h) **Enforcement.** If an owner fails to follow the procedures set forth in this section with respect to the leasing of his unit, at any time after learning of such leasing, the Board of Directors may pursue any and all remedies available as a result of such owner's violation of the provisions of the Declaration, Bylaws, and Rules and Regulations, including, without limitation:
- (i) The right to levy fines in an amount not to exceed a maximum established from time to time by resolution of the Board of Directors.
 - (ii) The right to sue for an injunction, for damages, and to remove the tenant in the event that the tenancy violates any provision of this Section.
 - (iii) In addition, the Board of Directors may charge such owner an administrative fee(s), the amount of which shall be determined from time to time by Board resolution to reimburse fully the Association for time, costs, fees, and expenses, including attorneys' fees, incurred to obtain information about the tenant, to provide such tenant with copies of Association documents, and to enforce the Association's other rights and remedies relating to such unauthorized rental, including, without limitation, collection of any amounts owing by such owner to the Association hereunder.
- (i) **Payments by Tenant to Association.**
- (i) If a unit is rented or rented by its owner, the Board may collect, and the tenant shall pay over to the Board, any amounts due to the Association hereunder for such unit, plus interest and costs if the same are in default over thirty (30) days.
 - (ii) The tenant shall not have the right to question payment to the Board. Such payment will discharge the tenant's duty of payment to the owner for rent, to the extent such payment is made to the Association, but will not discharge the liability of the owner and the unit under the Declaration or these Bylaws for assessments and charges, or operate as an approval of the rental.

- (iii) The owner remains personally liable for all unpaid assessments. The Board shall not exercise this power where a receiver has been appointed with respect to the unit or its owner, nor in derogation of any right which a Mortgagee of such unit may have with respect to such rents.

- (j) **Additional Rules and Regulations.** The Board may adopt additional rules and regulations setting procedures on applying to rent a unit and for procedures to administer the waitlist under this section, as well as any other rules the Board deems appropriate for the proper administration of this Section.

- (k) **ORS Chapter 90 Not Applicable.** Nothing in this article may be construed to impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

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**RIVERCLIFF ESTATES HOMEOWNERS
ASSOCIATION, INC., an Oregon nonprofit
corporation**

By: Michelle Doering
Michelle Doering, Chairperson

By: Linda Itami
Linda Itami, Secretary

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CERTIFICATION

The undersigned Chairperson and Secretary of the Rivercliff Estates Homeowners Association, Inc., an Oregon nonprofit corporation, hereby certify that the within Second Amendment to By-Laws of Rivercliff Estates Condominium have been approved by at least 75% of the total value of all units in the Condominium as provided in Article VII of the Bylaws and in accordance with ORS 100.410.

**RIVERCLIFF ESTATES HOMEOWNERS
ASSOCIATION, INC., an Oregon nonprofit
corporation**

By: Michelle Doering
Michelle Doering, Chairperson

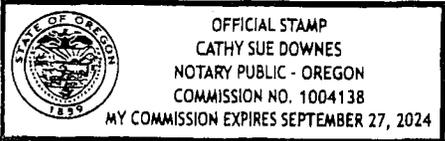
By: Linda Itami, Secretary
Linda Itami, Secretary

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me this 22nd day of January, 2021 by Michelle Doering, Chairperson of the Rivercliff Estates Homeowners Association, Inc., an Oregon nonprofit corporation, on its behalf.

Cathy Sue Downes
Notary Public for Oregon

STATE OF OREGON)
) ss
County of Multnomah)



The foregoing instrument was acknowledged before me this 22nd day of January, 2021 by Linda Itami, Secretary of the Rivercliff Estates Homeowners Association, Inc., an Oregon nonprofit corporation, on its behalf.

Cathy Sue Downes
Notary Public for Oregon

