BY-LAWS OF RIVERCLIFF ESTATES CONDOMINIUM

ARTICLE I

PLAN OF FAMILY UNIT OWNERSHIP

Section 1. Family unit Ownership. The project located at 3018 N. E. 148th Avenue, Portland, County of Multnomah, State of Oregon, known as "Rivercliff Estates Condominium" is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 to 91.675.

Section 2. By-laws Applicability. The provisions of these By-laws are applicable to the project. (The term "project" as used herein shall include the leasehold interest of Cooley Construction Co., in the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-laws and to the ground lease attached to the recorded Declaration and any management agreement entered into pursuant to the terms hereof.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any said units will signify that these By-laws and the provisions of the ground lease and management agreement are ratified and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

Section 2. Majority of Owners. As used in these By-laws, the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the family units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments including blanket insurance premiums and ground rent and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.
Section 3. Annual Meetings. The first annual meeting of the Association shall be held on __________. Thereafter, the annual meetings of the Association shall be held on the of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the Chairman to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners being presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the owners of family units.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not been present, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of inspectors of election.
(g) Election of directors.
(h) Unfinished business.
(i) New business.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of units in the project, provided that husband and wife may not serve as Directors simultaneously.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the general common elements and the limited common elements.

(b) Collection of monthly assessments from the owners in accordance with these By-Laws and the Oregon Unit Ownership Law, including blanket insurance premiums and ground rent.
(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common elements and the limited common elements.

(d) In the event suit or action is commenced by the directors for the collection of any amounts due pursuant to these By-laws or for the enforcement of any provisions of the By-laws or of the Oregon Unit Ownership Law, the owner will in addition to all other obligations pay the costs of such suit or action including a reasonable attorney's fee to be fixed by the trial court and in the event of an appeal the owner will pay the costs of the appeal together with a reasonable attorney's fee in the appellate court to be fixed by such court.

(e) The Board of Directors shall apply for all building permits required in the maintenance, alteration, care, upkeep and improvement in the project, the general common elements, the limited common elements and each individual unit. The sole power to make application for building permits required under Article VI shall be in the Board of Directors and no individual unit owner may apply for building permits.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Condominium Corporation of Oregon shall be employed as the management agent for the period commencing with the date hereof and ending on July 1, 1977; provided, however, if Stage III is constructed, said period shall end on July 1, 1977.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. No Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least twelve such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors may be called by the Chairman on three days' notice to each Director, given personally or by mail, telephone or telegram, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least three Directors.
Section 10. Special Meetings. Special meetings of the board of Directors may be called by the Chairman on three days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as here-inabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as it deems necessary to cover such risks as they pertain to the general common elements as part of the Association expenses.

ARTICLE V
OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer are to be combined as Secretary-Treasurer.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Chairman. The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of chairman of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-Chairman. The Vice-Chairman shall take the place of the Chairman and perform his duties whenever the Chairman shall be absent or unable to act. If neither the Chairman nor the Vice-Chairman is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice-Chairman shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the names, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI
OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard, together with ground rent as provided in the lease recorded with the Declaration. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

Section 2. Maintenance and Repair.
(a) Every owner must perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.
(d) If an owner desires public liability coverage to cover such risks pertaining to his unit and the limited common elements pertaining thereto, he may obtain such coverage in addition to all other coverage, but the same shall be at the expense of the unit owner.

Section 3. Use of Family Units -- Internal Changes.
(a) All units shall be utilized for single family residential purposes only.
(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no Management Agent is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.
(c) An owner shall not make structural modifications or alterations in the exterior of his unit or installations, deck covers or patio covers associated therewith without prior written approval of a majority of the Board of Directors.

Section 4. Use of General Common Elements and Limited Common Elements.
(a) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other project areas and facilities of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
Section 5. Right of Entry.

(a) An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.


(a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations.

(c) It is prohibited to hang garments, rugs, laundry, etc., from the windows or from any of the facades of the project or patio or deck fences or walls or other external structures or in open carports.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident, or lessee, shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

(g) No exterior antennas shall be allowed except those installed by the Association.

(h) Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall be allowed only within the confines of a carport or garage and no portion of such equipment may project beyond the covered area or enclosed area, except that if other covered space is available the owner may rent the same for such purposes from the Association upon such terms and conditions as imposed by the Association, and all other parking of equipment shall be prohibited.

(i) Owners, lessees, and other residents shall observe and obey the rules established by the Board of Directors, as amended from time to time, for the control and use of all recreational facilities including but not limited to the recreational building and swimming pool.

(j) The ten-foot wide pedestrian easement shown on the floor plans attached to the Preliminary Declaration, shall be open to public use, but the expense of maintenance of the same, shall be borne by the Association.

Section 7. Default. Failure by the unit owner to pay any assessment by the Association, shall be a default by the unit owner and subject the unit owner and the family unit to the obligations of these By-laws and of the Oregon Unit Ownership Law and in addition thereto any default by the unit owner in any provision of these By-laws or of the Unit Ownership Law, shall be deemed to be a default by the unit owner of the provisions of any mortgage or trust deed as to which the unit owner is an obligor and to which the family unit is subject, or any other obligation encumbering the unit.
ARTICLE VII
AMENDMENTS TO PLAN OF FAMILY UNIT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Declaration.

ARTICLE VIII
MORTGAGERS

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Management Agent, if any, or the Chairman of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX
COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Oregon Unit Ownership Law.

ARTICLE X
RIGHT OF RE-PURCHASE

In the event any owner wishes to sell his family unit he must give notice in writing to the Association of such intention. The Association shall have the right to purchase said family unit upon the same terms and conditions as any bona fide offer submitted to the owner which the owner accepts, provided that if the Association fails to exercise such right within 30 days from the date of acceptance of any offer by the owner, such right of re-purchase shall expire and the owner shall thereafter be free to sell such family unit free of any right of re-purchase by the Association.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

DATED at Portland, Oregon, this 12 day of October, 1972.

COOLEY CONSTRUCTION CO.

By

President

By

Secretary
STATE OF OREGON
County of Multnomah

On this 12th day of October, 1972, before me appeared WILLIAM J. COOLEY and E. J. BUBLINGER, both to me personally known, who being duly sworn, did say that he, the said William J. Cooley is the President and he, the said E. J. Bublinger is the Secretary of COOLEY CONSTRUCTION CO., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and William J. Cooley and E. J. Bublinger acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission expires: 5-26-74

Acceptance: Date ______________, 19__

________________________________
Purchaser

________________________________
Purchaser
THE UNDERSIGNED, pursuant to ORS 91.531, as Real Estate Commissioner of the State of Oregon, hereby approves the Amendments to Bylaws for

RIVERCLIFF ESTATES

In MULTNOMAH County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the seal of the Real Estate Division of the Department of Commerce of the State of Oregon this

29th day of May 1980.

WILLIAM F. GWINN
Real Estate Commissioner

[Signature]
AMENDMENTS TO BY-LAWS OF
RIVERCLIFF ESTATES CONDOMINIUM

As recorded November 2, 1972, in
Multnomah County Deed Records Book
891, Page 657; following amendments
enacted in accordance with Article
VII, Section 1 thereof:

ARTICLE I - PLAN OF FAMILY UNIT OWNERSHIP

Section 1 amended to read:
"Family Unit Ownership. The project located at 15015-B, North­
east Rose Parkway, Portland, County of Multnomah, State of Oregon,
known as "Rivercliff Estates Condominium" is submitted to the pro­
visions of Oregon Revised Statutes, Sections 91.505 to 91.675."

ARTICLE IV - BOARD OF DIRECTORS

Section 1 amended to read:
"Number and Qualification. The affairs of the Association shall
be governed by a Board of Directors composed of seven (7) persons, all
of whom must be owners of units in the project, provided that husband
and wife may not serve as Directors simultaneously."

ARTICLE V - OFFICERS

Section 1 amended to read:
"Designation. The principal officers of the Association shall
be a President, a Vice President, a Secretary, and a Treasurer, all
of whom shall be elected by and from the Board of Directors. The
Directors may appoint an assistant treasurer, and an assistant secre­
tary, and such other officers as in their judgment may be necessary."

Section 4 amended to read:
"President. The President shall be the chief executive officer
of the Association. He shall preside at all meetings of the Association
and of the Board of Directors. He shall have all of the general powers
and duties which are usually vested in the office of chairman of an
Association, including, but not limited to, the power to appoint
committees from among the owners from time to time as he may in his
discretion decide is appropriate to assist in the conduct of the affairs
of the Association."

Section 5 amended to read:
"Vice President. The Vice President shall take the place of
the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.”

ARTICLE X - RIGHT OF REPURCHASE

Paragraph 1 amended to read:

“In the event any owner wishes to sell his family unit, he must give notice in writing to the Association of such intention. The Association shall have the right to purchase said family unit upon the same terms and conditions as any bona fide offer. The seller must notify the Association within five (5) days of acceptance of the purchase offer.”

ATTESTED TO BY THE FOLLOWING

on the 27th day of April, 1980.

RIVERCLIFF ESTATES HOMEOWNERS ASSOCIATION, INC.

Ann Learned, President

Frank Albrecht, Secretary

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Oregon, on this 27th day of April, 1980.

My commission expires:

12-11-80

25 1980