

Washington County, Oregon 2010-061276
08/10/2010 11:03:13 AM
D-R/BYAM Cnt=1 Stn=22 | REED
\$25.00 \$5.00 \$11.00 \$15.00 - Total = \$56.00



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I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.

Richard Hobernicht, Director of Assessment and
Taxation, Ex-Officio County Clerk



After Recording Please Return To:
Christopher Tingey
7000 SW Varns Street
Portland, OR 97223

1. Name of Transaction

First Amendment to the Bylaws of the Townhome Village at Cedar Hills Condominium

2. Name of Party

Townhome Village at Cedar Hills Condominium

LAWYERS 10 AD 92-118

RECORDED BY LAWYERS TITLE INS. CORP. AS AN ACCOMMODATION
ONLY NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR
FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT

**FIRST AMENDMENT TO THE BYLAWS OF THE
TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM**

This First Amendment to the Bylaws of the Townhome Village at Cedar Hills Condominium is made this 28th day of July, 2010, by the Townhome Village at Cedar Hills Condominium Association ("Association"), an Oregon nonprofit corporation.

RECITALS

A. The Townhome Village at Cedar Hills ("Condominium") is a condominium located in Washington County, Oregon. The Condominium was established pursuant to the following documents recorded in the Records of Washington County, Oregon:

Declaration of Unit Ownership for The Townhome Village at Cedar Hills Condominium, recorded December 24, 1975, in Book 1060, Pages 566-604 ("Declaration");

Supplemental Declaration of Unit Ownership for The Townhome Village at Cedar Hills Condominium, recorded July 12, 1976, in Book 1097, Pages 1-9;

Amendment to Declaration of Unit Ownership for Townhome Village at Cedar Hills Condominium, recorded March 3, 2004, as Document No. 2004-021462;

Bylaws of the Townhome Village at Cedar Hills Condominium Association, recorded on December 24, 1975, as Exhibit "D" to the Declaration in Book 1060, Pages 605-629 ("Bylaws");

Plat of The Townhome Village at Cedar Hills Condominium Stage I, recorded December 24, 1975, in Condominium Plat Book 1, Page 8, Plat Records; and

Plat of The Townhome Village at Cedar Hills Condominium Stage 2, recorded July 12, 1976, in Condominium Plat Book 1, Page 9, Plat Records.

B. Association is the Townhome Village at Cedar Hills Condominium, an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws, and Articles of Incorporation, filed February 20, 2007, in the office of the Oregon Secretary of State, Corporation Division.

C. Pursuant to Article X of the Bylaws, the Association and unit owners of the Condominium wish to amend the Bylaws in the manner set forth below.

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I. Article I, Section 1 of the Bylaws is amended to read:

PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The project, located in the County of Washington, State of Oregon, known as THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM, is submitted to the provisions of Oregon Revised Statutes, chapter 100, the Oregon Condominium Act.

II. Article VI, Section 6 of the Bylaws is amended to read:

Section 6. Use of Units – Internal Changes.

- (a) Subject to subsections (d) and (e) of this Section, all units shall be used for residential purposes only, private or commercial, in accordance with, and subject to, this and other provisions of the Declaration, these Bylaws, and rules and regulations of the Association. All common elements shall be used in a manner conducive to such purposes. However, the Board of Directors shall have the right to expand any common element functions to include any compatible income producing activity.
- (b) An Owner shall not make structural modifications or alterations in the Owner's 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 (30) days, and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration.
- (c) No unit owner shall be permitted to lease his unit for hotel or transient purposes, nor to lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be written.
- (d) Except as provided in this Section, no commercial activities of any kind may be conducted in any unit or in any other portion of the Condominium without the consent of the Board of Directors in accordance with this Subsection (d) of this Section. However, nothing in this Section may be construed so as to prevent or prohibit an Owner from:
 - (1) Maintaining Owner's personal business or professional library;
 - (2) Keeping Owner's business or professional records or accounts;
 - (3) Handling or taking business or professional telephone calls;
 - (4) Sending or receiving business or professional correspondence, including sending and receiving electronic communication;

- (5) Conducting activities of an Owner relating to the rental or sale of Owner's unit;
- (6) Occasionally conferring with business or professional associates, clients, customers, vendors, or employees in Owner's unit;
- (7) Subject to compliance with State and local ordinances, including licensing requirements, using the unit as a "home office," provided associates, clients, customers, vendors, and employees do not regularly visit the "home office."
- (e) The garage area of a unit shall be primarily used for the parking of vehicles and may not be converted into a "home office" or other room for use without the prior written consent of the Board of Directors.
- (f) The Board may adopt by resolution an application and approval procedure and rules necessary to implement this Section.

III. Article X of the Bylaws is amended to read:

AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association in a duly-constituted meeting or by written ballot in lieu of a meeting conducted pursuant to the requirements of the Oregon Condominium Act. No amendment shall take effect unless approved by Owners holding at least a majority of the percentage of voting rights as otherwise set forth in the Declaration. Any amendments adopted hereby shall be reduced in writing, certified by the Chairman and Secretary of the Association of Unit Owners to the Amendment so adopted by the Association of Unit Owners, and such amendment so certified shall be recorded in the Deed Records of Washington County, Oregon.

**THE TOWNHOME VILLAGE AT CEDAR
HILLS CONDOMINIUM ASSOCIATION**

By: Carl Toland
Carl Toland, Chairman

By: Debra A. Mink
Debra A. Mink, Secretary

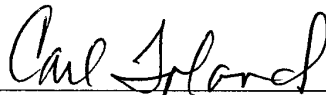
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CERTIFICATION

The undersigned Chairman and Secretary of the Townhome Village at Cedar Hills Condominium Association, an Oregon nonprofit corporation, hereby certify that the within First Amendment to the Bylaws of the Townhome Village at Cedar Hills Condominium has been adopted in accordance with Article X of the Bylaws and ORS 100.410.

**TOWNHOME VILLAGE AT CEDAR HILLS
CONDOMINIUM ASSOCIATION, an Oregon
nonprofit corporation**



Carl Toland, Chairman

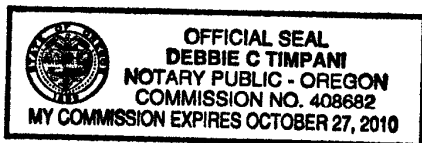


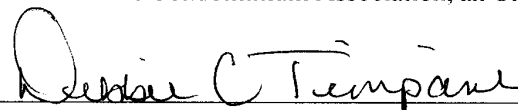
Debra A. Mink, Secretary

STATE OF OREGON)

County of Washington) ss.

The foregoing instrument was acknowledged before me this 28 day of July, 2010, by Carl Toland, Chairman of the Townhome Village at Cedar Hills Condominium Association, an Oregon nonprofit corporation, on its behalf.





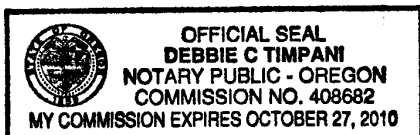
Notary Public for Oregon

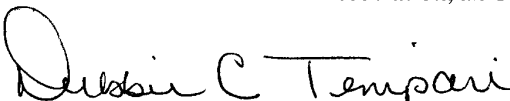
My Commission Expires: October 27, 2010

STATE OF OREGON)

County of Washington) ss.

The foregoing instrument was acknowledged before me this 28 day of July, 2010, by Debra A. Mink, Secretary of the Townhome Village at Cedar Hills Condominium Association, an Oregon nonprofit corporation, on its behalf.





Notary Public for Oregon

My Commission Expires: October 27, 2010