

**BYLAWS OF
CLAREMONT GREENS TOWNHOME ASSOCIATION**



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I, Jerry Hanson, 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.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



FIRST AMENDED BYLAWS OF
CLAREMONT GREENS
TOWNHOME ASSOCIATION
April 13, 2006

ARTICLE I. ORGANIZATION; NAME; AND LOCATION.

The name of the corporation is Claremont Greens Townhome Association (hereinafter referred to as the "Association"). The principal office of the Association shall be located in the state of Oregon. Meetings of members and directors may be held at such places within the state of Oregon, as may be designated by the Board of Directors. The Association is organized as an Oregon nonprofit corporation. The Association's members shall be all the Townhome Owners of Building Lots within the Townhome Property.

ARTICLE II. DEFINITIONS

2.1 "Annexation Declaration" shall mean and refer to the Declaration of Annexation of Claremont No s. 7, 8, and 9 (Claremont Greens) to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Claremont, recorded December 13, 1996, in the Deed Records of Washington County, Oregon at Fee No. 96110650.

2.2 "Association" shall mean and refer to the Claremont Greens Townhome Association, its successors and assigns.

2.3 "Building Lot" shall mean a platted or partitioned lot or tract within the Townhome Property, with the exception of any tract or lot marked as Common Area, Claremont Greens Common Area, Claremont Greens Limited Common Areas, or common or open space on any plat of any portion of the Townhome Property or in any annexation declaration, being Lots 399-433, 491-495, 516-518.

2.4 "Building Structure" shall mean a building structure that is comprised of one or more contiguous dwelling units constructed and located on Building Lots, including, without limitation, garage, structures located on the same Building Lots, whether attached to or detached from the Building structure.

2.5 "Declaration" shall mean and refer to the Declaration of Additional Covenants, Conditions and Restrictions for Claremont Greens Townhomes recorded December 27, 1996 in the Deed Records of Washington County, Oregon, at Fee No 96114751, as amended from time to time.

Return to: Claremont Civic Association
15800 N.W. Country Club Drive
Portland, OR 97229

2.6 "Townhome Common Area" shall mean those areas of the townhome Property designated as such on any plat or annexation declaration of any property annexed to Claremont Greens.

2.7 "Townhome Owner" shall mean any person or entity at any time owning a Building Lot, including any vendee to whom possession has passed under a recorded land sale contract; but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a building Lot, including any vendor who has surrendered possession under a recorded land sale contract.

2.8 "Townhome Property" shall mean Lots Nos. 399-433, 491-495, 516-518 as designated on the plat of Claremont Nos. 7, 8, and 9 and shall include any additional property designated as such on any plat or annexation declaration of any property annexed to Claremont and subject to the covenants, conditions and restrictions contained in the annexation Declaration and in this Declaration.

2.9 "Landscaped Areas" shall mean all portions of a Building Lot other than those portions occupied by a Building Structure or designated as an Outdoor Living Area or containing paved driveways or walkways.

2.10 "Outdoor Living Area" shall mean the portion of a Building Lot that is located immediately adjacent to a building Structure and is screened, enclosed, or set off in any manner to create a private outdoor living/landscaped area.

ARTICLE III. MEMBERS

3.1 Eligibility

Every Townhome Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Building Lot.

3.2 Class of Voting Membership

The Association shall have one class of voting membership: Members shall be all Townhome Owners. All members shall be entitled to voting rights for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be members. The vote for

such Building Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Building Lot.

3.3 Annual Meetings

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during March of each year thereafter, at the hour at a time to be determined by the Board of Directors. Notice of all annual meetings shall be given as provided in Section 3.5.

3.4 Special Meetings

Special meetings of the members may be called at any time by the president or a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

3.5 Notice of Meetings

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, but not more than 50 days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, and to any mortgagee having requested notice. Such notice shall specify the place, day and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration of these Bylaws, any budget changes or any proposal to remove a director or officer.

3.6 Proxies, Quorum; Voting

Members shall have the number of votes provided for in Section 3.2 of these Bylaws.

(a) Proxies

Any member may give a proxy to any person, so long as such proxy is in writing, signed by such member, and filed with the Secretary. A proxy shall expire on the earlier of (a) 11 months after the date of the proxy, (b) the date of the sale of the member's Building Lot, or (c) earlier withdrawn.

(b) Quorum.

The presence, in person or by proxy, of members together entitled to cast at least 20 percent of the total votes entitled to be cast at any meeting shall

constitute a quorum. The affirmative vote of a majority of the votes represented and voting shall constitute the act of the members.

(c) Voting.

Voting of the members may be by mail with respect to any matter before the members. In any case in which voting by mail is necessary or desirable, the Secretary shall give written notice to all members, which notice shall (a) include a written resolution setting forth the proposed action, (b) state that the members are entitled to vote by mail for or against such resolution, and (c) specify a date not less than 25 days after the date of such notice by which all votes must be received at the principal office of the Association. Votes received after the date specified shall not be effective unless the date specified is extended by majority vote of the Board of Directors, with written notice of such extension being given to all members, for the purpose of obtaining sufficient affirmative votes as otherwise required for such action. This date shall not be extended in an event, however, unless the appropriate percentage of the votes received by the initial date specified are affirmative.

ARTICLE IV. BOARD OF DIRECTORS; SELECTION AND TERM OF OFFICE

4.1 Number

The affairs of this Association shall be managed by a board of five (5) directors, who shall be members of the Association.

4.2 Term of Office

At the 2006 Annual Meeting the members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years and at each annual meeting thereafter the members shall elect one or two directors for a term of three years as needed.

4.3 Removal

Any director may be removed from the Board, with or without cause, by a majority vote of the members present at any meeting of the members at which a quorum is present; provided that no removal of a director shall be effective unless the matter of removal is an item on the agenda for the meeting at which

the removal action is taken and notice of the proposed removal is included in the notice for such meeting. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation

No director shall receive compensation for any service rendered to the association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination

Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating committee shall make as many nominations for election to the board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

5.2 Election

Election to the Board of Directors shall be by a majority of a quorum of the members at the meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETING OF DIRECTORS

6.1 Regular Meetings

Meetings of the board of directors shall be held as needed with notice to directors, at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings

Special meetings of the board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three (3) days notice to each director.

6.3 Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.4 Notice to Members of Meetings

All meetings of the Board of Directors shall be open to all members. For other than emergency meetings, notice of Board meetings shall be posted at a place or places on the Townhome Property at least three days prior to the meeting or notice shall be provided by a method otherwise reasonably calculated to inform members of the meeting. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings of the board may be conducted by telephonic communication.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers

The board of directors shall have power:

(a) To adopt and publish rules and regulations governing the use of the Townhome facilities, and the personal conduct of the members and their guests and tenants thereon, and to enforce penalties for the infraction thereof. Such rules and regulations may be adopted upon a majority vote of the members of the board of Directors present at a meeting at which there is a

quorum of board members and as to which notice has been given as provided in Article VI hereof. Such notice shall include a verbatim copy of all proposed rules and regulations. No rule or regulations shall be adopted without first having been delivered or mailed to each member. Upon adopting any such rules and regulations copies thereof shall be mailed or delivered to each member and a copy shall be posted in a conspicuous place on the Claremont Greens Townhome Property. Any rule or regulation, which conflicts with these bylaws or the Declaration, shall be null and void.

(b) To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of duly adopted and published rules and regulations.

(c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the Association, or the Declaration.

(d) To declare the office of a member of the board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) To employ an independent contactor or such other persons as they deem necessary, and to prescribe their duties.

7.2 Duties

It shall be the duty of the board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each building Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each delinquent assessment to every Townhome Owner subject thereto at least thirty (30) days after due date and to bring an action at law against the Townhome Owner personally obligated to pay the same if necessary and prudent under the circumstances;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (a reasonable charge may be made by the Board for the issuance of these certificates and if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(e) procure and maintain liability and hazard insurance on Property owned by the Association as provided in Article XII hereof;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the exterior of the building structures to be maintained in accordance with the terms of the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices

The officers of this Association shall be president, who shall at all times be a member of the board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

8.3 Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such

notice or at any later time specified therein, and unless otherwise be specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.7 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 Duties

The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the vice-president by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall have the responsibility for receiving and depositing in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; is authorized to sign checks of the Association; keep proper books of account; cause an annual financial review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. Two signatures are required on all checks. Members of the Board and the bookkeeper of the Civic Association qualify as signers.

ARTICLE IX COMMITTEES

The Board of Directors may appoint any committee, as it may deem appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The Association shall keep financial records sufficiently detailed for proper accounting purposes. The Board of Directors may appoint a certified public accountant or certified public accounting firm as auditor, who shall not be an officer of the Association or own any interest in any Building Lot, to audit the books and financial records of the Association. Within 90 days after the end of each fiscal year, the Board of Directors shall distribute to each Townhome Owner and, upon request, any mortgagee of a Building Lot a copy of the annual financial statement consisting of balance sheet and income and expense statement for the preceding fiscal year. The Association shall make available to Townhome Owners and to holders, insurers, or guarantors of any mortgage on a Building Lot, for their inspection and copying, upon request, during normal business hours or under other reasonable circumstances, current copies of the Declaration, Articles of Incorporation, Bylaws, and rules concerning the Claremont Greens Townhome Property, the Association's most recent financial statement, the current operating budget of the Association, and all other records of the Association.

ARTICLE XI MAINTENANCE, UPKEEP AND REPAIR

11.1 Program of Maintenance

The necessary work to maintain, repair or replace any improvements on the grounds and building structures shall be the responsibility of the Association. The Association shall have the right, to be exercised by the Board of Directors, to have access to each residence as may be necessary for the maintenance, repair or replacement of any improvements to the grounds and building structures to make emergency repairs necessary for the public safety, or to abate any nuisance existing in any residence.

11.2 Collection of Assessments

In order to cover the cost of the aforesaid maintenance, repair and replacement, and as more fully provided in the Declaration, each member is obligated to pay to

the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Townhome Owners' share of common expenses shall be collected quarterly, in advance, by the Treasurer of the Association. Each Claremont Greens Townhome Owner shall be entitled to receive from the treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statement shall be prepared in such manner as the Board of directors shall determine. The Association shall have a lien as provided in the Declaration. If the Association records a lien notice, the Claremont Greens Townhome Owner shall be liable for the cost of preparation and recording of the notice. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the budget for the Townhome Association due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or at such a rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Oregon, as of the due date therefore, the Association may bring an action at law against the Claremont Greens Townhome Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney fees if any such action shall be added to the amount of such assessment. No Townhome Owner may waive or otherwise escape liability for the assessments provided for the abandonment of their Building Lot.

11.3 Collection from Tenants

All leases or rental agreements for residences shall be in writing and shall be subject to the provisions of the Declaration and Bylaws. If a Townhome Owner shall at any time rent or lease his or her residence and shall default for a period of 30 days or more in the payment of the Townhome Owner's proportionate share of common expenses and of taxes and assessments, or any installment thereof, the Board of Directors may, at its option, so long as such default continues, demand and receive from any tenant of the Townhome Owner occupying the residence the rent due or becoming due from such tenant to the Townhome Owner, up to an amount sufficient to pay all sums due from the Townhome Owner, including interest, if any, and any such payment as such rent to the Board of Directors by the tenant shall be sufficient discharge of such tenant as between such tenant and the Townhome Owner to the extent of the amount so paid. But any such demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease by the Townhome Owner or a release or discharge of any of the obligations of the Townhome Owner hereunder. In the event the Board of Directors makes demand upon the tenant as aforesaid, the tenant shall not have the right to question the right of the Board of Directors to make such demand, but shall be

obligated to make said payments to the Board of Directors, as demanded by the Board of Directors, with the effect as aforesaid; provided, however, the Board of Directors may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure.

ARTICLE XII INSURANCE

12.1 "Townhome Association"- Claremont Greens Townhome Association shall purchase insurance on behalf of the Association, which shall include blanket coverage for the whole building structure. It shall provide full (100%) replacement coverage of our building structures and units. The Association deductible is \$5,000 and the individual homeowner's responsibility is \$1,000 per occurrence. The Association shall carry a \$1,000,000 liability policy. The Association has selected an earthquake deductible of 10%.

12.2 "Townhome Owner"- Claremont Green's Townhome Owners shall purchase for their own protection a Condo (Townhome) Owner's insurance Policy that the C.C. and R.'s require. This shall include: Liability protection (umbrella) to the amount of no less than \$1,000,000.

Each townhome owner can arrange with their individual insurance agent adequate insurance coverage for their personal property, scheduled items, replacement coverage, deductible, earthquake deductible, and loss assessment.

12.3 The Board shall obtain a blanket special form insurance policy in accordance with the provisions of ORS 94.680.

12.4 At least annually the Board shall review the insurance coverage of the Association as required by ORS 94.640.

ARTICLE XIII FINANCIAL MATTERS

13.1 Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

13.2 Contracts

The Board of Directors may authorize any officer or director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association; and such authority may be general or confined to specific instances. Among other things, such contracts may provide for the employment of personnel necessary for the maintenance, upkeep and repair of the exteriors of the building structures.

13.3 Loans

No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and by the affirmative vote of seventy-five percent (75%) of the members. Such authority may be general or confined to specific instances.

13.4 Checks, Drafts and Vouchers

All checks, drafts, vouchers or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association in maintaining the Townhome Common Area and any improvements located thereon, and the exteriors of the residences, may be signed by the president, treasurer, the bookkeeper of the Claremont Civic Association, or two signators as designated by the Board; requiring at least 2 signatures.

13.5 Deposits

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations or other depositories as the Board of Directors may select. Any reserves to cover the cost of capital expenditures shall be kept in a separate bank account and shall not be commingled with the general operating funds of the Association.

ARTICLE XIV CORPORATE SEAL

The Association's seal, if any, shall be in circular form having within its circumference the words: "CLAREMONT GREENS TOWNHOME ASSOCIATION."

ARTICLE XV AMENDMENTS

15.1 These Bylaws may be amended, at a regular or special meeting of the members.

15.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI INDEMNIFICATION

To the fullest extent not prohibited by law, the Association shall indemnify any person who is made or threatened to be made a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation), based on any event that occurred while that person was a Director, Officer or member of a committee established by the Board. The Association may indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), based on any event that occurred while that person was an employee or agent of the Association. This provision shall not be deemed exclusive of any other provisions for the indemnification of Directors, Officers, committee members, employees, or agents that may be provided by state law, Bylaw, contract, agreement or resolution of the membership or the board, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of this Corporation.

IN WITNESS WHEREOF, the undersigned, hereby adopts the foregoing Bylaws on behalf of the Association as of the 9th day of May, 2006.

By: Anne Kepner

Anne Kepner, President
President, Claremont Greens Townhome Association

By: Susan Evans

Susan Evans, Secretary
Secretary, Claremont Greens Townhome Association

State of Oregon

County of Washington

The foregoing instrument was acknowledged before me on the 9th day of May, 2006 by

Anne Kepner as President and Susan Evans as Secretary of Claremont Greens Townhome Association.

Rena Shippey
Notary Public of Oregon
My Commission Expires: Oct 26, 2008

