

After recording return to:
Mary Shackleton
15192 NW Aberdeen Dr
Portland OR 97229

Washington County, Oregon 2022-027922

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D-R/BAM Cnt=1 Stn=31 RECORDS1

\$85.00 \$5.00 \$11.00 \$60.00 - Total = \$161.00



02868968202200279220170174

I, Joe Nelson, 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.



Joe Nelson, Director of Assessment and Taxation,
Ex-Officio County Clerk

AMENDED BYLAWS OF CLAREMONT GREENS ASSOCIATION

ARTICLE I DEFINITIONS

In construing these Bylaws,

1. “Association” means Claremont Greens Association, an Oregon nonprofit corporation and a homeowners association. The Claremont Greens is a sub association of the Claremont Civic Association.
2. “Board” means the Board of Directors of this Corporation constituted in accordance with Article V of these Bylaws.
3. “Claremont Greens Common Areas” means those areas so designated on the plat , or in the Declaration annexing property to Claremont and recorded in Washington County at 96110650, including any Improvements thereon. Unless otherwise specified, references to Common Areas shall also include Common Property.
4. “Claremont Greens Common Facilities” means those facilities constructed by the Developer for the use, service, and benefit of the residents of Claremont. Such facilities shall include the facilities designated on the plat or described in the Declaration of Annexation.
5. “Claremont Greens Common Property” means any real property or interest in real property within Claremont Greens Property, owned or leased by the Claremont Greens Association, or the Claremont Civic Association but subject to direction and control of the Claremont Greens Association, or designated as such in any plat of property within Claremont or in the Annexation Declaration.
6. “Claremont Greens Limited Common Property” means the portions of the property as defined in the Annexation Declaration and as depicted on the plat.
7. “Common Property Reserve Account” means the reserve account as defined in Section 16.2.2 of these Bylaws.
8. “Corporation” means Claremont Greens Association and its successors and assigns.
9. “Declaration” shall mean that certain First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Claremont recorded in the Deed Records of Washington County, Oregon at No. 91062331 on November 8, 1991, as amended from time to time, and the Declaration of Annexation of Claremont No. 7

(Claremont Greens), dated December 12, 1996 and recorded in the Deed Records of Washington County, Oregon at 96110650.

10. “Executive Session” means a meeting of the Board to discuss specific topics defined under ORS 94.640(7) including consultation on the rights and duties of the Association regarding potential litigation; personnel matters; negotiation of contracts with third parties, and collection of unpaid assessments. Executive sessions are not open to the general membership.

“Claremont Greens Lot” means a platted or partitioned lot or tract within the Claremont Greens Property, including the Greens Townhome Lots, with the exception of any tract or lot designated on any plat or annexation declaration as Common Areas, or Claremont Greens Common Areas, or Claremont Greens Limited Common Areas

11. “Member” means the Owner owning a recorded title interest except a security holder, of any Residential Lot, including a Townhome Lot, within the Claremont Greens Property. By virtue of ownership of a Residential Lot or Unit located in Claremont No. 7 or No. 8 (“the Greens”, the Owner becomes a member of the Claremont Greens Association.

12. “Mortgage” means a mortgage or trust deed, or land sales contract; “Mortgagee” means a mortgagee, beneficiary of a trust deed, or vendor under a land sales contract; and “Mortgager” means a mortgagor, grantor of a trust deed, or vendee under a land sales contract.

13. “Officers” means those officers of the Corporation as defined in and elected in accordance with Article VIII of these Bylaws.

14. “Claremont Greens Owner” means the person or persons owning any Claremont Greens Lot (including any vendee under a recorded land sales contract to whom possession has passed), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Claremont Greens Lot (including any vendor under a recorded land sales contract who has given up possession). The rights, obligations, and other status of being an Owner commence upon acquisition of such ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination. A Claremont Greens Owner is an “Owner” for the purposes of these Bylaws.

15. “President” means the President of the Corporation as defined in Section 8.5 of these Bylaws.

16. The “Claremont Greens Property” means the property as defined in the Declarations of Annexation, Claremont No. 7 and Claremont No. 8 and as designated on the plat.

17. “Resident” means the Owner, or in the case of a leased/rented property, the lessor/renter and, in addition, any other individual or guest whose primary place of residence is a Claremont home or townhome for 90 days or more in a 12-month period. Each resident must pay the annual Claremont Greens Association assessments.
18. “Residential Lot or Lots” means a Lot or Lots designated as such in the Declaration or in any declaration annexing such Lot or Lots to the Property.
19. “Residential Unit” means a building or portion of a building located upon a Lot within the Claremont Greens and designated for separate residential occupancy (whether or not occupied) or ownership, including a house or townhome within a multiple occupancy building, but not including any building or portion of a building located on a Common Area.
20. “Sold” means that legal title has been conveyed, or that a contract of sale has been executed, and recorded under which the purchaser has obtained the right to possession.
21. “Treasurer” means the Treasurer of the Corporation as defined in Section 8.6 of these Bylaws.

ARTICLE II OFFICES

The principal office of the Corporation in the state of Oregon shall be located in Washington County. The Corporation may have such other offices, either within or without the state of Oregon, as the Board may determine or as the affairs of the Corporation may require from time to time. The Corporation shall have and continuously maintain in the state of Oregon a registered office, and a registered agent whose office is identical with the registered office, as required by the Oregon Nonprofit Corporation Law. The registered office may be, but need not be, identical with the principal office in the state of Oregon, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III POWERS AND OBLIGATIONS

- 3.1 The Corporation shall have those powers, rights and duties provided for in law or in the Corporation Documents.

- 3.2 Subject to the provisions of the Oregon Nonprofit Corporation Act and the Oregon Planned Community Act, and any limitations in the Corporation Documents relating to action required to be approved by the Members, the Corporation shall be managed and all Corporation powers shall be exercised by, or under the direction of, the Board of Directors.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of one or more Lots within the Claremont Greens Property shall, immediately and thereafter during the entire period of that ownership, be a member of the Association. Membership shall commence, exist, and continue simply by virtue of ownership, shall expire automatically upon termination of ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
2. Resident Rights Excluded. Any resident of any Lot or home within the Property who is not the Owner of that Lot, such as a renter, shall not have the rights accorded to the Owner of the Lot.
3. Voting Rights. Residential Units shall be allocated one vote per Unit, including townhome lots. The vote belongs to the record owner.

ARTICLE V MEETINGS OF OWNERS

1. Annual Meetings. The annual meeting of the Claremont Greens Association shall be held each year as the Board determines by giving not less than 30 days prior written notice to all Members for the purpose of electing directors and transacting such other business as may properly come before the membership. At the annual meeting of Owners, the President of the Corporation and any other officer the Board or the President may designate shall report on the activities and financial condition of the Association.
2. Special Meetings. Special meetings of the Owners may be called at any time, by the President or a majority of the Board of Directors, or upon written request of the Owners who are entitled to vote 25 percent of all of the votes in the Association. The request shall be granted and the meeting will be scheduled in a timely manner.
3. Place of Meetings. The Board of Directors may designate any place within Washington County, Oregon, as the place of meeting for any annual meeting or for any special meeting of the members called by the Board of Directors. If no designation is made, or a

special meeting is otherwise called, the place of meeting shall be at the Claremont Clubhouse.

4. Notice of Meeting. Written notice of each meeting of the Owners under this Article shall be given by, or at the direction of, the Board, by mailing a copy of the notice, postage prepaid, at least 15 days before the meeting, but not more than 50 days before the meeting, to each Owner entitled to vote, addressed to the Owner's address last appearing on the books of the Association or supplied by the Owner to the Association for the purpose of notice, and to any mortgagee having requested notice. The notice shall specify the place, day, and time of the meeting and the items on the agenda, including the election of directors, the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, or any proposal to remove a director or officer. Notice of any such meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given.

5. Proxies, Quorum; Voting.
 - 5.1. Voting by Proxy. Any Owner may give a proxy to any other Owner, so long as the proxy is in writing, signed by the Owner, and filed with the Board's appointee prior to the start of the meeting where the proxy is to be used. A proxy shall expire on the earlier of (a) 11 months after the date of the proxy or (b) the date of the sale of the Owner's Lot by its Owner.

 - 5.2. Quorum. The presence, in person or by proxy, of Owners together entitled to cast at least 20 percent of the total votes in the Association at any meeting shall constitute a quorum.

 - 5.3. Voting. Each Residential Unit shall be entitled to one vote. The affirmative vote of a majority of the votes represented, where voting is required for the Owners to take action on any item, shall constitute the act of the Owners. Voting of the Owners may be by mail, in person, or by proxy with respect to any matter before the Owners. In any case in which voting by mail is necessary or desirable, the Board shall give written notice to all Owners, which notice shall (a) include a written resolution setting forth the proposed action, (b) state that the Owners 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 the notice by which all votes must be received at the principal office of the Corporation. 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 the extension being given to all Owners, for the purpose of obtaining sufficient affirmative votes as otherwise required for such an action. The due date for mail-in votes shall not be extended in any event, however, unless the appropriate percentage of votes received by the initial due date are affirmative.

**ARTICLE VI
BOARD OF DIRECTORS**

1. General. The business and affairs of the Association shall be managed by the Board of Directors. The Board shall have all requisite power, duty, and authority to perform its obligations under the Declaration, including without limitation the power, duty, and authority to enforce the provisions of the Declaration and to acquire and pay for, out of the common fund provided by assessments pursuant to the Declaration, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with the Declaration.
2. Number of Directors. The directors are required to be Owners. The Board shall be comprised of five directors. The directors shall be elected by the Owners. If any Director ceases to be an Owner, such Director shall submit his or her resignation, effective as of the termination of ownership. Should a Director who is no longer an owner fail to submit a resignation, termination shall be effective immediately.
3. Terms of Directors. All directors shall serve three-year terms. Any director may serve more than one term.
4. Resignation. Any director may resign at any time by sending a written notice of resignation to the Board. Unless otherwise specified in that notice, a resignation shall take effect upon the Board's receipt of the notice.
5. Vacancies. Vacancies on the Board from any cause shall be filled by vote of the majority of the remaining directors, even if they constitute less than a quorum. Any director so selected shall serve the remainder of the replaced director's term.
6. Removal. Any director may be removed, with or without cause, by the affirmative vote of the Owners present and entitled to vote at any meeting of the Owners at which a quorum is present. No removal of a director is effective unless the matter of removal is an item on the agenda and stated in the notice for the meeting.
- 7.

**ARTICLE VII
MEETINGS OF THE BOARD OF DIRECTORS**

1. All non-emergency meetings of the Board shall be open to all Owners, except Executive Sessions as defined in ORS 94.640(7).
2. Regular Meetings. All non-emergency meetings where a quorum of the Board is present and Association business is discussed shall be subject to these provisions. Regular meetings of the Board at which it conducts business, shall be held at least monthly at a

time and place fixed by the Board. Notice of the time, the place and the agenda of the regular meetings shall be given to all directors at least 7 days prior to the meeting and shall be posted at a prominent place within the Claremont Clubhouse at least 3 days prior to the meeting. Notice of any meeting may be waived by any director at any time. No director who is present at a meeting may object to the adequacy or timeliness of the notice given. A Board meeting may be suspended and continued for up to 30 days without additional or new notice.

3. Special Meetings. A special meeting of the Board may be called at any time by the President or two directors. Special meetings shall be scheduled by the Board's appointee within 30 days after the appointee's receipt of a proper written request for the meeting.
4. Electronic or Telephonic Meetings. Only emergency meetings of the Board may be conducted by telephone. If one or two director(s) is unable to attend in person, the absentee(s) may participate in the meeting by telephone providing that all parties can hear one another.
5. Emergency Meetings. 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 telephone.
6. Annual Fiscal Meeting. The Board shall meet annually, within 90 days after the end of each fiscal year. At such annual meeting, the Treasurer shall present to the Board a report on the financial condition of the Association, including a report of receipts and disbursements for the preceding calendar year, the allocation thereof to each Lot, and the estimated receipts and expenses for the coming year.
7. Voting by the Board. Each director shall have one vote. So long as a quorum is constituted to commence the meeting, the vote of the directors together holding more than 50 percent of the total number of directors entitled to vote on a particular matter shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or the Declaration.
8. Quorum. The presence of a majority of the directors shall constitute a quorum for voting at a Board meeting. The Board shall have the power to adjourn a meeting even if less than a quorum is present.
9. Powers and Authority. The Board shall have all powers and authority as conferred upon it by these Bylaws, the Declaration and state law.

ARTICLE VIII OFFICERS AND AGENTS

1. Officers. The Officers of the Corporation shall be the President, Treasurer, and Secretary each of whom shall be elected by the Board from among the directors. The same person may concurrently hold more than one office. The Board may designate any additional Officers as it deems appropriate.
2. Election and Term of Office. The Officers of the Corporation shall be elected annually at the first meeting following each annual meeting by the Board and shall hold office at the pleasure of the Board and until their successors are elected. If any office becomes vacant, the Board shall elect a successor to fulfill the unexpired term at the next regular or special meeting of the Board called for that purpose.
3. Removal. The Board may remove any Officer, at any time, with or without cause, and a successor may be elected at the next regular meeting or a special meeting of the Board called for that purpose. However, the Board may not remove an Officer from the Board (see Section 6.6 above for procedure).
4. Compensation. Other than reimbursement for out-of-pocket expenses incurred on behalf of the Association, no Officer shall receive any compensation from the Association for acting as an Officer, unless that compensation is authorized by the Board.
5. President. The President shall be a director and shall be the chief executive officer of the Corporation/Association. The President shall preside at all meetings of the Board and, except to the extent otherwise provided in the Declaration and Bylaws, shall have all of the general powers and duties normally incident to the office of the chief executive officer of a corporation.
6. Treasurer. The Treasurer shall be responsible for Corporation funds and shall keep or cause to be kept full and accurate financial records and books of account sufficient for proper accounting purposes, showing all receipts and disbursements necessary for the preparation of all financial data and tax returns. The Treasurer shall be responsible for the deposit of all Corporation funds in such depositories as may from time to time be designated by the Board and shall disburse Corporation funds for such purposes as may be permitted under these Bylaws or the Declaration. The Treasurer shall prepare an annual budget and 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. The Treasurer shall perform all such duties at the expense of the Corporation.
7. 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 perform such duties as required by the Board.

8. Agents. The Board shall be empowered to engage agents and to execute contracts as it may deem necessary to properly carry out its objectives and purposes as stated in the Articles of Incorporation, the Declaration, and these Bylaws, or state law, including, without limitation, the necessary for the maintenance, upkeep, and repair of the Common Property.

ARTICLE IX SHARES OF STOCK AND DIVIDENDS PROHIBITED

The Association shall not have or issue shares of stock. No dividends shall be paid, and no part of the income of the Association shall be distributed to its directors, Officers, or Owners. The Association may pay compensation in a reasonable amount to its Officers for services rendered as provided by the Articles of Incorporation, the Declaration, other provisions of these Bylaws, or resolution of the Board.

ARTICLE X LOANS TO DIRECTORS AND OFFICERS PROHIBITED; CONFLICT OF INTEREST

- 10.1 Loans Prohibited. No loan shall be made by the Association to its directors or Officers in their personal capacities, to any corporate entity that includes a director or Officer, or to any member of a director's or Officer's family.
- 10.2 Conflict of Interest. A director is prohibited from voting on any action or decision that may result in a private pecuniary benefit or detriment to that director or relative of that director. A director is a fiduciary officer and as such owes the duty of loyalty to the Association and must avoid voting on any action or decision in which the Director would have a conflict of interest or would be unduly enriched.

ARTICLE XI CONTRACTS, CHECKS, DEPOSITS AND GIFTS

1. Contracts. The Board may authorize any Officer(s) or agent(s) of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Among other things, the Board

may authorize execution of contracts for the provision of goods and services for the maintenance, repair and improvement of the Common Areas.

2. Checks, Drafts, Etc. All checks, vouchers, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association (including checks or vouchers for the payment of the expenses incurred in maintaining the Common Areas), shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by the Board.
3. 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, trust companies, or other depositories as the Board may select.
4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for general purposes or for any special purpose of the Association.

ARTICLE XII COMMITTEES

The President, with the consent of the Board, may establish committees with such duties and authority as the Board may deem necessary. All committees shall serve at the pleasure of the Board. Committees shall report their recommendations to the Board and shall keep records of their proceedings.

ARTICLE XIII FINANCIAL MATTERS

1. Nonprofit Association. There shall be no common profits of the Association, pursuant to its formation as an Oregon nonprofit corporation. Any over assessments or net earnings in any fiscal year shall be used for Association expenses during the following year or years according to the operating budgets.
2. General. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board and shall keep at its registered or principal office a record of the names and addresses of the directors. All books and records of the Association may be inspected by any director or his agent or attorney, for any proper purpose, at any reasonable time.
3. Financial Statements. The Board may engage a certified public accountant or certified public accounting firm, who shall not be an Officer of the Corporation nor own any interest in any Lot, to review the books and financial records of the Association. Within 90 days after the end of the fiscal year, the Board shall distribute to each Owner and,

upon request, to any Mortgagee (as such term is defined in the Declaration) of a Lot, a copy of the annual financial statements consisting of a balance sheet and income and expense statement for the preceding fiscal year. The Association shall make available to Owners and to holders, insurers, or guarantors of any mortgage on a 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 Property, the Association's most current financial statement, the current operating budget of the Association, and all other records of the Association.

4. Tax Returns. The Board shall cause to be filed the necessary income tax returns for the Corporation.
5. Fiscal Year. The Association's fiscal year shall commence January 1 and shall end on December 31 of each year.

ARTICLE XIV INSURANCE

The Board shall obtain and maintain at all times insurance as required by ORS 94.675. If reasonably available, the Board may obtain a blanket all-risk insurance policy within the provisions specified in ORS 94.680. Annually the Board shall review the insurance coverage of the Association, as required by ORS 94.640.

ARTICLE XV RULES AND REGULATIONS

The Board shall have power to adopt and publish rules and regulations governing the use of Claremont Greens Lots and the Common Areas and facilities and the personal conduct of the Owners and their guests and tenants thereon, and to establish penalties for the infraction thereof. Any such rules and regulations may be adopted upon a majority vote of the Board present at a regular or special meeting and as to which notice has been given as provided in these Bylaws. Notice of any meeting where rules and regulations are being considered shall include a verbatim copy of all proposed rules and regulations. No rule or regulation shall be adopted without having first been delivered or mailed to each Owner at the last address for such Owner in the records of the Association. Copies of any proposed rules and regulations shall be delivered to each Owner, and a copy shall be posted in a conspicuous place at the Clubhouse. Any rule or regulation that conflicts with these Bylaws, the Declaration or applicable state law shall be null and void.

ARTICLE XVI
COMMON PROPERTY AND ASSESSMENTS

- 16.1 Annual Budgets. The Board at least annually shall adopt a budget for the Association. Within 30 days after adopting the annual budget for the Association, the Board shall provide a summary of the budget to all Owners. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect until a new one is adopted. If the Board is petitioned by Owners representing 20 percent of the votes of the membership, the Board shall call a meeting of the Owners to consider rejection of the budget. The date of the meeting shall be not less than 14 nor more than 30 days after the summary is provided to the Owners. At the meeting, whether or not a quorum is present, the budget shall be adopted unless 75 percent of the votes of the membership rejects the budget. If the proposed annual budget is rejected, the last annual budget shall continue in effect until the Owners approve a subsequent budget.
- 16.2 Assessment Formula. All Lots shall be subject to assessment for the Maintenance and Operations Fund and the Reserve Account for Replacement of Common Property on the following basis:
- 16.2.1 Residential Lots. Each Residential Lot (including Condominium units) shall pay one assessment unit per Lot. The amount of the computation per assessment unit shall be determined by dividing the annual budget by the total number of assessment units.
- 16.2.2 Reserve Account for Replacement of Common Property. The Board shall establish a reserve account for the replacement of all items of Common Property which will normally require replacement, in whole or in part, in more than 3 and less than 30 years. At least annually, the Board shall inventory all items of Common Property with a value of \$1,000 or more that will normally require replacement, in whole or in part, in more than 3 and less than 30 years, and shall estimate the remaining life of each item of Common Property and the current replacement cost of each item. The reserve account shall be established in the name of the Association, and the Association is responsible for administering the account and for making periodic payments into the account. The reserve account established under this section shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established.
- 16.2.3 Loan from Common Property Reserve Account. The Board may borrow funds from the Common Property Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this Subsection must be repaid from assessment and maintenance fees within 6 months of the date such funds are borrowed.
- 16.3 Assessments for Repair, Maintenance and Replacement of Common Property. For the purpose of funding the Common Property Reserve Account and generally ensuring there are sufficient funds for the repair, upkeep and replacement of Common Property, the

Association may impose one or more assessments against each Lot within the Property for this purpose. Assessments may include a Common Property Reserve Account Assessment, a Maintenance and Operations Assessment, an Initiation Fee and any other assessment that collects funds from members of the Association for purposes of repairing, maintaining, and replacing Common Property. The amount of all such assessments shall be established, and may be modified from time to time, in accordance with the allocation in the Declaration and in the manner provided by these Bylaws for adopting rules and regulations.

16.3.1 Payment of Assessments. The Association shall, not less than annually, provide notice to the Owner of each Lot of the amount of the assessment(s) for that Lot as established by the Board in accordance with these Bylaws. Assessments shall be due and payable on or before a date set forth in the notice, which shall be not less than 30 days from the date the notice is mailed or at any other time as the Association may specify in the notice.

16.3.2 Personal Obligation of Assessments. Each Owner shall be personally liable for all assessments imposed on the Owner or assessed against the Owner's Lot by the Association. In a voluntary conveyance of a Residential Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Residential Unit to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, a prospective purchaser may request from the Board a statement of the unpaid assessments against the prospective grantor or the Residential Unit, and the grantee in that case shall not be liable for, nor shall the Lot when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement that was provided to the prospective purchaser.

16.4 Remedy For Late Or Nonpayment Of Assessments. Whenever the Association levies any assessment against a Lot, a resident or a Residential Unit and the assessment is not fully paid within 30 days after the date due, the Association shall be entitled to any of the following remedies which shall be nonexclusive and cumulative:

16.4.1 Creation of Lien. The Association shall be entitled to a lien on the individual Lot for the amount of the unpaid assessment(s) plus interest on the unpaid balance as provided in this section and costs as provided by law. Any such lien must be perfected in accordance with state law and shall have the priority provided by law. To perfect the lien, the Association shall follow the statutorily prescribed procedures in ORS 94.709. Any proceedings to foreclose a lien created by this section shall conform as nearly as possible to foreclosure proceedings stated in ORS 87.010. The Board may bring any of these proceedings on behalf of the Association, and may recover fees, late charges, fines and interest as assessments under this Section.

16.4.2 Suspension of Membership Rights; Acceleration. The Association may suspend the Owner's voting rights and right to use the Common Areas until all past-due assessments

fees, late charges, fines and interest are paid in full. The Board may declare all remaining periodic installments of any annual assessment or any other amounts owed by the Owner to the Association to be immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from that Owner's Lot.

16.4.3 Suit or Action. The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under the Declaration or these Bylaws without foreclosing or waiving the lien described in this Section. Any recovery obtained through such action shall serve to satisfy the lien or the portion thereof for which recovery is made.

16.4.4 Interest, Expenses, and Attorneys' Fees. Any amount not paid to the Association when due in accordance with these Bylaws or the Declaration shall bear interest from the due date until paid at a rate of 18% per year, or such other rate as may be established by the Board. A late charge may be assessed for each delinquent assessment in an amount established from time to time by resolution of the Board, not to exceed 30% of the unpaid assessment. In the event the Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association brings any suit or action to enforce the Declaration or these Bylaws or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall be liable to the Association for all costs and expenses incurred in connection with the action or suit, including a foreclosure title report, expert witness fees and the cost of service. The prevailing party in any suit or action brought under this Section, including the costs of collection, foreclosure and any appeals, shall be entitled to recover from the losing party reasonable attorney fees and any other reasonable costs or expenses.

16.4.5 Other Remedies. The Association shall have any other remedy available to it by law or in equity.

16.5 Notification of First Mortgagee. In the event that any Owner is in default of an obligation under the Declaration or these Bylaws for more than 60 days, the Board shall notify the Owner and any first Mortgagee of the default, the amount due or the required remedy, and the consequence of continued non-performance.

16.6 Initiation Fee for the Repair, Maintenance and Replacement of Common Property. The purpose of this Section 16.6 is to assure adequate funding for the repair, maintenance and replacement of common areas and facilities of Claremont by creating an initiation fee to be paid by new purchasers of Residential Units in Claremont.

16.6.1 An initiation fee (the Fee), in an amount to be set and adjusted from time to time by the Board, but not to exceed $\frac{1}{4}$ of 1% of the selling price shall be due and payable in the event of a sale, conveyance or transfer of a lot, home or townhome anywhere in Claremont Greens by the purchaser, transferee, grantee or in the event of a sale on

contract, the vendee. The Fee shall be due and payable within 30 days following the sale, conveyance, or transfer.

16.6.2 The following shall not be considered to be a sale, conveyance or transfer for purposes of this Section:

- (1) A mortgage, trust deed, lien or other security interest on a Lot, home or townhome.
- (2) A lease on or rental of a Lot, home or townhome.
- (3) Acquisition by foreclosure of a security interest, whether judicially or non-judicially, of a Lot, home or townhome, and
- (4) Acquisition by a deed in lieu of foreclosure of a Lot, home or townhome.

16.6.3 The Fee shall be used solely for budgeted or emergency major repair, maintenance and replacement of Common Areas and facilities.

16.6.4 Exemption from the Fee may be granted by the Board only under the following circumstances:

- (1) Any person acquiring title or an ownership interest in a Lot, home or townhome by inheritance, gift, tenancy by the entirety, living trust or other means without the payment of value or giving of other consideration, may apply for an exemption by making a written request to the Board within 30 days of acquiring such title or ownership interest. True copies of all documents showing the acquisition of title or ownership interest shall be submitted with the request. The Board shall approve the request if the conditions of this Subsection are met. The Board, at its discretion, may extend the 30 day application period for a reasonable amount of time for good cause shown. Or,
- (2) Any person who acquires title or an ownership interest in a Lot, home or townhome and who meets the qualifications listed below may request an exemption by written notice to the Board given within 30 days of such acquisition.
 - (a) Any person who presently owns a Residential Unit in Claremont, acquires a second Residential Unit in Claremont, and who intends to sell, convey or transfer the first Residential Unit within one year of having acquired the second, and does not owe any outstanding fees, assessments or other charges to Claremont, and has not applied for any other exemption under this Subparagraph.

True copies of all documents showing compliance with Subparagraph (a) shall be submitted with the request. The Board shall approve the request if the conditions of this Paragraph (2) are met. The Board, at its discretion may extend the 30 day application period for a reasonable amount of time for good cause shown.

16.6.5 New purchasers of a Lot, home or townhome in the Claremont Greens, by virtue of that purchase and their membership in the Association under Article III, are responsible for, and legally obligated to pay, the initiation fee unless an exemption is granted. The Association is authorized to collect all unpaid initiation fees in accordance with the provisions of Article XVII.


ARTICLE XVII AMENDMENTS TO BYLAWS AND ENFORCEMENT

- 17.1 Except as expressly provided in the Declaration, these Bylaws may be amended or repealed and new Bylaws may be adopted in a manner consistent with the Oregon Planned Communities Act either by a majority of the directors present at any regular meeting or at any special meeting or by a majority of the general membership present at an annual, regular or special meeting of the membership.
- 17.2 The Board of Directors shall have all power and authority allowed by the Oregon Planned Communities Act to enforce the requirements of these Bylaws, the Declaration and any rules or regulations adopted by the Board pursuant to Article XV of these Bylaws. This includes the authority to enforce all such requirements, collect assessments, to assess fines and penalties for noncompliance, to impose liens for nonpayment of any fines, penalties or assessments, and to initiate legal action in any court of competent jurisdiction. The Board shall adopt procedures to implement this authority that provide Owners, Members and all parties subject to these requirements notice and an opportunity to respond to an alleged violation, and an opportunity to cure the alleged violation.

ARTICLE XVIII 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.

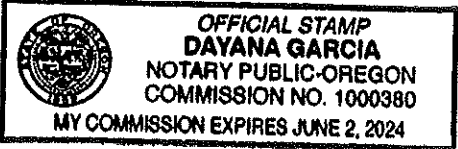
I, Mary D. Shackleton, as President of the Claremont Greens Association, do hereby certify the foregoing to be the Bylaws of the Corporation, as adopted by the Board on April 13, 2022 and effective as of April 13, 2022.

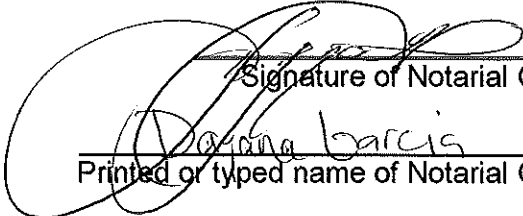

Mary D. Shackleton,
President

State of Oregon }
County of Washington }

This record was acknowledged before me on April 22 [Date], 2022 [Year]
by Mary D Shackleton.

(Official Stamp)




Signature of Notarial Officer
Dayana Garcia
Printed or typed name of Notarial Officer
Notary Public – State of Oregon

My commission expires: June 02, 2024