

After Recording Return to:
Stephanie Terrace Condominium Owners Association
15000 SW Farmington Road, Unit #55
Beaverton, Oregon 97007

Washington County, Oregon 2009-006625
01/28/2009 11:09:32 AM
D-R/BYAM Cnt=1 Stn=21 RECORDS1
\$100.00 \$5.00 \$11.00 - Total = \$116.00



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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.

A handwritten signature in black ink that reads "Richard Hobernicht".

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



**AMENDED AND RESTATED BYLAWS
OF
STEPHANIE TERRACE CONDOMINIUM OWNERS ASSOCIATION**

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**ARTICLE I
GENERAL**

1. Application.

These Bylaws govern the Stephanie Terrace Condominium Owners' Association (the "Association") and the administration of the property known as Stephanie Terrace Condominium (the "Condominium") located in the County of Washington, State of Oregon, and more particularly recorded in Deed Records, Washington County, on October 5, 1984, Document number 84039395. The intent of these Amended and Restated Bylaws is to replace in full all prior Bylaws for the Association.

2. Definitions.

For purposes of these Bylaws, all definitions are consistent with those contained in the Oregon Condominium Act, Chapter 100.

3. Incorporation.

The Association is a non-profit corporation organized and existing under and by virtue of the laws of the state of Oregon.

4. Principal Office.

The principal office of the Association shall be maintained as Stephanie Terrace HOA in Washington County, Oregon, at 15000 SW Farmington Road, Beaverton, Oregon 97007, unless otherwise designated by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

1. Membership.

Each person who is a record owner of a unit is a member of the Association, except that a person who holds an interest merely as a security for performance of an obligation is not a member. Membership in the Association means membership in the corporation.

2. Suspension of Voting Rights.

The Board may suspend the voting rights of a member who has defaulted in payment of any annual or special assessment levied by the Association. Suspension may be continued until the assessment is paid. The rights of a member may only be suspended after notice and an opportunity to be heard. Suspension for matters other than non-payment of assessments shall be for a period not to exceed 30 days for each violation of any rule or regulation governing the use of common elements.

ARTICLE III MEETINGS

1. Annual Meeting.

The annual meeting of the Association shall be held by February 2nd of each year, unless otherwise determined by the Board. The annual meeting shall be for the purpose of electing directors and for the transaction of any other business.

2. Special Meetings.

A special meeting of the Association may be called at any time by the President of the Board of Directors, or upon request of 30 percent of unit owners. At any special meeting, only business described in the notice for the meeting shall be transacted.

3. Notice.

Not less than ten (10) nor more than fifty (50) days before the date of the meeting, written notice stating the place, day and hour of each meeting of the Association shall be delivered either by mail, electronic mail, or by leaving a copy at each unit, to each member entitled to vote at the meeting. Notice also shall be posted in at least one conspicuous location within the common elements not less than three (3) nor more than fourteen (14) days before the meeting.

4. Quorum.

Fifty percent (50%) of members eligible to vote constitute a quorum at an annual or special meeting.

5. Voting.

A majority vote of those members present at a meeting—either in person or by proxy—is required for adoption of any matter needing homeowner approval. The vote of each unit shall be counted based on percentage ownership of common elements as per the Declaration. In the event of unit ownership by more than one person, the elective owners of the unit shall designate one “voting owner.”

6. Proxies

A unit owner may designate another person to vote on his behalf at any meeting of the Association. Such designee need not be a unit owner. The designation must be in writing and must be signed and dated and cannot purport to last for more than one year.

ARTICLE IV BOARD OF DIRECTORS

1. Election of Directors.

The number of directors of the Association shall be no less than five nor more than seven. Directors shall be elected by the owners at the annual meeting to serve two-year terms, with said terms staggered. Vacancies caused by any reason shall be filled by vote of a majority of the remaining directors. The replacement director shall serve the unexpired term of the departing director.

2. Powers and Duties.

The Board shall have all powers and duties necessary for administration of the affairs of the Association, except for powers and duties that, by law or these Bylaws, may not be delegated to the Board by the owners. The powers and duties to be exercised by the Board directly or indirectly include, but are not limited, to:

- (a) Operation, care, upkeep, maintenance and repair of the common elements;
- (b) Determination of amounts required for the operation, maintenance and other affairs of the Association, and the making of such expenditures;
- (c) Collection of money from owners to pay common expenses;
- (d) Employment and dismissal of personnel necessary for the efficient management, maintenance, upkeep and repair of the common elements;
- (e) Employment of legal, accounting or other personnel to perform services required for proper administration of the Association;
- (f) Opening and operation of bank accounts on behalf of the Association, and designating signatories;
- (g) Obtaining insurance;
- (h) Making additions and improvements to, or alterations of, the common elements; however, no project may be undertaken by the Board if the total cost will exceed \$10,000, unless the unit owners have enacted a resolution authorizing the project by a majority vote;
- (i) Enforcement by legal means of these Bylaws and any rules and regulations adopted pursuant to these Bylaws;
- (j) Preparing and filing any required income tax returns or forms for the Association; and,
- (k) Adopting, amending, repealing House Rules.

3. Removal.

Upon the vote of a majority of the unit owners, any elected director may be removed, without cause, at a meeting of the Association called for that purpose. The meeting notice shall state that the removal is to be considered. A successor director shall be elected at the same meeting for the unexpired term of the director removed.

4. Compensation.

Directors shall serve without compensation.

5. Regular Meetings.

The Board shall meet at such times and places as shall be determined by a majority of the directors, but at least four times each calendar year.

6. Special Meetings.

A special meeting of the board shall be held when called by the President or three directors after not less than three (3) days' notice.

7. Notice of Owners.

All meetings of the Board of Directors of the Association shall be open to unit owners. However, the Board may, at its discretion, enter into executive session and exclude owners from that portion of the meeting, where provided by law, to discuss such things as personnel matters, negotiate contracts with third parties, consult with legal counsel, or such other matters properly taken up in an executive session. Any decisions resulting from discussions in executive session shall be made in an open session of the board. Unless the meeting is closed under the limited exceptions noted above, owners are entitled to observe, but not participate in, the Board's discussion, unless the Board specifically asks for owners' participation. For other than emergency meetings, notice of Board meetings shall be posted on the property at least three (3) days prior to the meeting, or by a method otherwise reasonably calculated to inform unit owners of such meeting.

8. Quorum.

A majority of the directors shall constitute a quorum for the transaction of business. An affirmative vote of a majority of those directors present at the meeting shall be necessary for the validity of any act.

ARTICLE V

OFFICERS

1. Election.

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and other such officers as in its judgment may be necessary. No person shall hold more than one office. Officers shall be elected annually by the Board of Directors, immediately following the annual meeting of the Association. Officers shall hold office at the pleasure of the Board.

2. President.

The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties usually vested in the chief executive officer of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he/she may decide is appropriate to assist in conducting the affairs of the Association.

3. Vice President.

The Vice President shall take the place of the President and perform those duties whenever the President is absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to act in the interim. The Vice President also shall perform other duties, as assigned by the Board.

4. Secretary.

The Secretary shall keep the minutes, recording all resolutions passed and other action taken at any meeting by the Association and by the Board, and deliver copies of these to all unit owners. The Secretary shall give notice of all meetings of the Association and of

the Board. The Secretary shall perform any other duties assigned to him/her by the Board.

5. Treasurer.

The Treasurer shall keep all the Association's financial records, have custody of all funds and securities of the Association, and be responsible for the safekeeping of all monies, notes, bonds and other money instruments belonging to the Association. The Treasurer shall be bonded and, if directed by a vote of a majority of the Board, shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. The Treasurer shall prepare an annual budget and an annual balance sheet statement, presenting them to the membership at the annual meeting. The Treasurer shall have all other powers and perform other duties customarily incidental to the office, and other powers and duties assigned by the Board.

ARTICLE VI

MAINTENANCE OF COMMON ELEMENTS

The Association has responsibility for all routine repairs and maintenance of common elements. Payment for such expenses shall be the responsibility of the Association, through its Board of Directors. Subject to the limitations imposed by Oregon law and in the Declaration, the Association, acting through the Board of Directors, shall repair or replace all common elements damaged or destroyed by casualty loss.

1. Authorization and payments:

- (a) Vouchers covering public utility expenses and other similar recurring common expenses may be paid upon the approval of the President or the Treasurer.
- (b) Nonrecurring items of common expense totaling less than \$3,000 may be authorized by a Board officer. Vouchers covering such items may be paid upon the approval of the President or the Treasurer.
- (c) Except as provided in subsection (a), items of common expense totaling \$3,000 or more, but less than \$10,000, may not be authorized, incurred or paid except by an affirmative vote of a majority of the Directors.
- (d) Except as provided in subsection (a) and (b), items of common expense totaling \$10,000 or more may not be authorized or incurred, except by the affirmative vote of a majority of the owners. No vouchers covering such items shall be paid except by an affirmative vote of a majority of the Directors.
- (e) Any item of common expense totaling not more than \$15,000, which is in the nature of an emergency expense, or which would cause substantial inconvenience to the unit owners if delayed, may be authorized, incurred or paid by an affirmative vote of a majority of the Board of Directors, without regard to the limitations of subsections (a), (b), (c) or (d).
- (f) Any item of common expense resulting from casualty loss covered by insurance may be authorized, incurred or paid by an affirmative vote of a majority of the Board of Directors without regard to the limitations of subsections (a), (b), (c), (d), or (e).

- (g) The Board has the authority to employ or contract for a managing agent or manager to be in direct charge of the operation of the property, under the supervision of the Board. The Board shall set the compensation of the manager. No contract shall exceed 3 years. Any management agreement for the project will be terminable by the Association for cause upon 30 days' written notice. The managing agent or manager may, with the approval of the Board, contract with personnel necessary for the maintenance, upkeep and repair of the common elements.

ARTICLE VII ASSESSMENTS

1. The common expenses shall be payable by unit owners, including garage only owners, based on percentage ownership in the common elements as specified in the Declaration. In the future, all garages will be deemed part of the term "unit," as used above, and not sold separately from their related condo. It is the Association's desire and intent for those garages not currently aligned with their appropriate condo to be sold to the corresponding unit owners when the existing owners of those garages no longer have use for them, and thereafter to remain as a unit in combination with their corresponding condo.
2. Unit owners shall be billed monthly in advance for their share of common expenses. Such bills shall be payable on the first of the month. Payments will be considered delinquent if not received by the 10th of the month.
3. Each owner shall pay his unit's allocated share of the cash requirement deemed necessary by the Board to manage and operate the condominium project upon the terms, times and in the manner provided in these Bylaws, without deduction on account of any setoff or claim the unit owner may have against the Board or the Association. If the unit owner fails to pay monthly dues when they become due, the unit owner shall pay a late fee, as determined by the Board, from time to time. If late payments continue to accrue, the penalty shall include interest on the amount due from the day it became due to the date of payment at the rate of ten percent (10%) per annum..
4. The cash requirements for each year, or portion of the year, are defined as the aggregate sum the Board determines shall be paid by all unit owners to enable the Association to pay all estimated expenses and outlays of the Association to the close of the year. This sum may include, among other things:
 - (a) Maintenance and operation of the land;
 - (b) Buildings and improvement;
 - (c) The cost of management;
 - (d) Special assessments;
 - (e) Fire, casualty and public liability insurance premiums;
 - (f) Common lighting;
 - (g) Landscaping and care of the grounds;
 - (h) Repairs and renovations to common elements;
 - (i) Water, garbage and sewer charges;
 - (j) Legal and accounting fees;

- (k) Expenses and liabilities incurred by the Board under these Bylaws;
 - (l) Payment of any deficit remaining from the previous period;
 - (m) Creation of a reasonable contingency fund;
 - (n) All other costs and expenses relating to the condominium project.
5. The Board may, from time to time, up to the close of the year for which the cash requirements have been fixed or determined, increase or decrease the monthly dues. It may include in the cash requirements for any year any liabilities, items or expenses that accrued or became payable in the previous year, or which might have been included, but were not, in the cash requirements for a previous year, and any sums the Board deems necessary or prudent to provide a reserve against liabilities or expenses then accrued or later to accrue, although not payable in that year.
 6. While the Board is specifically authorized to establish reserve accounts for future needs, and set the assessment level for each account, homeowners may reduce, eliminate or increase the account amounts by an affirmative vote of a seventy five percent (75%) of the owners.
 7. The monthly dues and any special assessment shall be separate, distinct and personal debts and obligations of the unit owner against whom the same are assessed at the time a suit to recover a money judgment or decree for unpaid common expenses is brought. An action for collection of the past due assessments shall be maintainable by the Board without foreclosing or waiving the lien securing payment. The amount of any regular or special assessment assessed to the owner—plus interest at the rate of ten percent (10%) per annum, plus costs, including reasonable attorney’s fees, shall become a lien upon the unit and shall have priority over all other recorded or unrecorded liens and encumbrances, except tax liens and any first mortgage or trust deed of record.
 8. Each unit owner shall pay any and all taxes assessed against said unit, and his or her percentage of undivided interest in common elements.

**ARTICLE VIII
INSURANCE**

1. Policies.

The Association shall obtain and maintain at all times:

- (a) Fire Insurance. Insurance covering loss or damage from fire, with extended coverage, and coverage for vandalism and malicious mischief, for not less than 100 percent of the current replacement cost of improvements exclusive of land, foundation and excavation. The insurance policy shall name the Association and the unit owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee of each unit, if any.
- (b) General Liability Insurance. Insurance covering the legal liability of the Association, the Board of Directors, the unit owners and any management agent against liability to the public or to the owners and their invitees or tenants, incident to the ownership, supervision, control or use of the property. Excluded from the policy required under this paragraph is coverage of a unit owner, other than coverage as a member of the Association of Unit Owners or Board of

Directors, for liability arising out of acts or omissions of that unit owner, and liability incident to the ownership or use of the part of the property to which that unit owner has the exclusive use or occupancy. Liability insurance required under this paragraph shall be issued on a comprehensive liability basis, and shall provide a cross liability endorsement providing that the rights of a named insured under the policy shall not prejudice any action against another named insured. Limits of liability under such insurance shall be no less than \$1,000,000 for bodily injury, including death and property damage arising out of a single occurrence. The limit and coverage are to be reviewed at least annually by the Association, and increased at its discretion.

- (c) Workers Compensation Insurance. The Association has procure Worker's Compensation Insurance to the extent necessary to comply with applicable laws.
- (d) Fidelity Bonds. A blanket fidelity bond or bonds covering the officers of the Association. The bond shall name the Association as the obligee, shall cover the maximum funds that will be in the custody of the Association or its management agent at any time, plus an amount at least equal to the sum of 3 months' assessments, plus the reserve funds. The bond must include a provision for 10 days' written notice on the Association and unit mortgage holders before the bond can be canceled or substantially modified.
- (e) Insurance Deductible. The Board of Directors shall determine the amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this article. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost and loss experience of the Association. In this regard, as in other Board responsibilities, the Board members shall exercise their reasonable business judgment.

2. Unit Owner's Responsibility.

Each unit owner shall be required to comply with the regulations in these Bylaws and any rules adopted pursuant to these Bylaws. Each unit owner shall be responsible for obtaining, at his own expense, insurance covering both his property and any liability not insured under paragraph 1(a) above. No unit owner shall exercise his right to maintain insurance coverage in a way that decreases the amount the Board, on behalf of the Association and unit owners, may realize under any insurance policy the Association may have in force on the property at any particular time. Each unit owner shall be required to indemnify the Association, other unit owners and the Board against liability, damage or injury arising from the acts of the indemnitor.

3. Proceeds.

The proceeds from any casualty policy held by the Association or a unit owner and payable due to any loss or damage to the common elements shall be held in trust for the benefit of all insureds as their interest may appear. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board or its authorized representative; however, where a first mortgagee has been designated as the loss payee by a unit owner, such mortgagee shall be entitled to settle losses as to the mortgage unit.

4. Premiums.

Premiums for insurance coverage obtained by the Association in accordance with this article shall be a common expense to be paid out of monthly assessments levied by the Association.

ARTICLE IX

ANNUAL FINANCIAL STATEMENT

1. Fiscal Year.

The fiscal year of the Association shall end December 31.

2. Annual Statement.

Within ninety (90) days after the end of the fiscal year, the Board of Directors shall distribute to each unit owner a copy of the annual financial statement of the Association, consisting of a balance sheet, and income and expense statements for the preceding fiscal year. The Treasurer shall be responsible for keeping financial records sufficient for this purpose.

3. Examination of Records.

The Bylaws and any amendments or supplements thereto, the most recent annual financial statement, the current operating budget of the Association, and all other records of the Association shall be maintained and made reasonably available for examination by a unit owner and any mortgagee of a unit. Upon the written request of an owner, mortgagee or prospective purchaser, the Association shall make such documents available for duplication during reasonable hours, and may charge a reasonable fee for furnishing copies of said documents.

ARTICLE X

RULES AND REGULATIONS

1. Adoption.

To assure peaceful and orderly use and enjoyment of the property—particularly of the common elements—the Association from time to time may adopt, establish, alter, amend or repeal, in whole or in part, rules and regulations governing the conduct of persons in and upon the property and the use of common elements. This may be done either within the context of these Bylaws, or in more specific detail in the Association's House Rules. Amendments to the Bylaws will require a vote of a majority of unit owners (except where Oregon law requires a higher percentage), in person or by proxy, at any meeting, the notice of which states that the adoption, establishment, alteration, amendment or repeal of the bylaws will be considered. The Board of Directors, by majority vote, shall have the authority to adopt, amend, or repeal the House Rules. Upon adoption or amendment of the House Rules, the Secretary shall promptly deliver to each unit owner a copy of the House Rules, and each alteration, amendment or repeal. The House Rules shall be binding on all unit owners and occupants from the date of delivery.

The House Rules shall not be inconsistent with existing contracts for commercial renting of any unit used for residential purposes. Violation of any of the rules appearing in this

article or in any supporting documents, including House Rules, are subject to enforcement, based on the terms in Article XI.

2. Maintenance and Use of Property

- (a) Each dwelling unit shall be used and occupied exclusively as a private residence and for no other purpose; however, this does not preclude owners from having an office in the home that generates no foot or vehicle traffic.
- (b) No portion of an interest in more than two units within Stephanie Terrace shall be owned by any one person, family, extended family or corporation/partnership. Furthermore, no more than one of said two units may be used as a rental. This provision will not be enforced against units owned on the date of registration of these Bylaws.
- (c) No unit owner shall lease his unit for transient or hotel purposes. Rental for transient or hotel purposes is any rental for a period of less than 30 days.
- (d) Lessees shall be subject in all respects to the provisions of the Bylaws.
- (e) All homeowners shall provide in writing to the Board of Directors the names of all occupants, along with day and evening phone numbers in case of emergency. Owners who rent their units shall provide their mailing address, as well as day and evening phone numbers.
- (f) No unit owner or tenant, under any circumstances, shall place or allow others to place nails in, puncture or alter the surface of the vinyl siding in any way. Any damage to the siding caused by the unit owner, tenant or others authorized by the unit owner shall be repaired at the unit owner's expense.
- (g) Except as otherwise provided in these Bylaws, there shall be no obstruction of or storage of items in the common elements.
- (h) No item, except customary deck furnishings and plants, shall be placed, permitted or stored on any deck or patio.
- (i) Without prior written consent of the Board, nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance on the buildings or contents beyond that customarily applicable for residential use. No unit owner shall permit anything to be done or kept in his unit or in the common elements that will result in the cancellation of insurance on any building or contents, or which would be in violation of any law or regulation of any government authority. No deposits of any waste materials shall be allowed in the common areas.
- (j) Without prior written consent of the Board, no unit owner shall cause or permit anything, including without limitation, a sign, awning, canopy, shutter, radio antenna, TV antenna or satellite dish to be hung, displayed or otherwise affixed to or placed on the exterior walls or roofs, or any other part of common property.
- (k) Each unit owner, at his own expense, shall keep his unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating and painting necessary to maintain the good appearance of his unit. The unit owner shall be responsible for maintenance, repair or replacement of any plumbing fixture, refrigerators, air conditioning and heating equipment, dishwashers, disposals, water heaters, ranges, windows or doors and other like equipment that may be in the unit.

- (l) The unit owner shall be responsible for the costs of all repairs generated from injury or damage to his unit or to the property caused by the act, negligence or carelessness of the unit owner; of any lessee; of any member of the unit owner's family or of the family of any lessee; of any agent, employee or guest of the unit owner; or by any agent, employee or guest of any lessee. All such repairs, redecorating and painting shall be of a quality and kind equal to the original work. All improvements must conform to the Bylaws and other association rules, which require a common exterior appearance.
- (m) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without written permission of the Board.
- (n) A unit owner may install air-conditioning to his unit, providing the installation is consistent with guidelines previously established by the Board. A board member must be contacted prior to installation to ensure the guidelines are followed.
- (o) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purpose, shall be conducted, maintained or permitted on any part of the property. This does not preclude owners from having an office in the home that generates no foot or vehicle traffic.
- (p) A unit owner may make any improvements or alterations to his unit and the limited common elements pertaining thereto that do not impair the structural integrity or mechanical systems of the condominium, lessen the support of any portion of the condominium or change the common exterior appearance, so long as they conform to the requirements of the Bylaws.

3. Animals

The following provisions concern domestic pets:

- (a) Owners may keep only domestic household pets, such as cats and dogs.
- (b) No dogs, cats or other pets shall be kept, bred or raised for commercial purposes.
- (c) No unit may keep more than two (2) pets. No pet may exceed 25 lbs. No pet may be kept which has harmed or menaced a human or another pet.
- (d) Owners shall be responsible for removal of wastes of their animals. All pet waste material (waste, sand, litter, paper, etc.) shall be wrapped and disposed of with extra care.
- (e) All dogs shall be carried or kept on a leash while outside the unit.
- (f) Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the respective owners. Owners are expected to control pets from making frequent or continuous noise that unreasonably disturbs or interferes with the peace, comfort and repose of other owners.
- (g) The Board may require the removal of any animal, which the Board in the exercise of reasonable discretion determines to be disturbing other owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- (h) Any damage caused by a pet to the buildings, grounds, walkways or any part of the common elements, limited common elements, another unit or that owner's property

shall be the full responsibility of the pet owner. Any damage caused by cleaning chemicals or other materials used in an attempt to remedy such damage also shall be the responsibility of the pet owner, or the unit owner, as specified above, who shall pay the full cost of restitution, removal or replacement of any damaged items. Financial and all other responsibility for injury or property damage caused to any unit owner, occupant, guest or employee of the building, or to any member or the public, shall be solely that of the pet owner, who shall indemnify and hold harmless all others.

- (i) All pets must be registered, as required by local law, and have tags identifying the owner name and phone number.
- (j) No pet shall be fed or housed outside the unit in the breezeway or any other common or limited common area, and no pet food or supplies shall be stored or left out on porches or decks.

4. Windows, decks, patios, entry porches, outside walls, garage doors

To preserve the attractiveness of the units for all owners:

- (a) No clothes, sheets, blankets, rugs or laundry of any kind or other articles shall be hung out of or exposed on any part of the common or limited common elements. The common elements shall be kept free and clear of all rubbish, debris and unsightly materials.
- (b) No unit owner shall conduct or permit the cleaning of a dust cloth, mop, rug or any other material from the windows, or the cleaning of a rug, cloth or mop by beating on the exterior of any structure.
- (c) Watering of plants and sweeping or mopping of balconies or patios and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons residing in lower or adjacent units. Articles shall not be thrown off the balconies or patios. Containers shall be placed under all pots to preclude water from dripping on patios below.
- (d) All windows must be covered with draperies, curtains or blinds.
- (e) All garage doors shall remain closed, except to permit the entrance and exit of vehicles or access to any garage storage area.
- (f) No unit owner shall bring into or store within any unit, garage, storage unit or part of the common elements any explosive or flammable substances not normally used for common household purposes, nor in a quantity exceeding normal household use.

5. Garbage and Recycling

- (a) No unit owner shall place or permit the placing of garbage or trash outside a garbage can or container.
- (b) Recycling containers may be placed outside the unit garage the night before or the day of recycling pickup, but must be stored in the unit or garage at all other times.
- (c) All garbage must be placed in plastic bags and secured.
- (d) All cardboard must be broken down and placed in or next to the recycling bin, not in garbage collection bins.

- (e) The garbage collection bins are to be used for normal household garbage only. Disposal of tires, furniture or other bulky items in the garbage bins is prohibited. Extra hauling must be prearranged with the Board or a contract hauler. Extra charges for hauling will be billed to the unit owner.
6. Recreational Vehicles, Boats, Trailers
- (a) No unit owner shall park or permit the parking of a boat, trailer, motor home, half ton or larger truck camper, dual axle recreational vehicle, dune buggy, snowmobile, recreational vehicle or like equipment on the property. Recreational vehicles are defined as those weighing more than three-fourths (3/4) of a ton.
7. Motorcycles, Bicycles, Mopeds
- (a) Motorcycles or mopeds must be parked in a garage or a parking space. Sidewalk parking is prohibited.
 - (b) Bicycles, motorcycles or mopeds may not be chained to any part of the common elements or limited common elements. Storage on decks, patios or in entryways is prohibited.
 - (c) Violation of these rules will result in a parking citation that will be handled as per violations for four-wheeled vehicles.
8. Motor Vehicle Parking
- (a) Outside of garages, each unit is assigned one numbered parking space.
 - (b) Parking in any numbered space, other than the one assigned to your unit, will be allowed only with the express permission of the resident of that unit. Assigned users may call for unauthorized cars to be immediately towed, without notice, from their spaces. The cost of the tow will be borne by the owner of the towed vehicle.
 - (c) Visitor's spaces are intended for use by visitors only, and are not to be used as resident parking or for parking by visitors for extended or repeated periods. The House Rules may provide details to clarify and implement these regulations including but not limited to provisions for towing violating vehicles at their owner's expense.
 - (d) There will be no unattended parking along curbs, in areas marked "NO PARKING," "FIRE LANE" or "TOW ZONE," or in areas not specifically marked as a parking space. Unattended cars parked in these areas will be towed immediately at the owner's expense.
 - (e) The speed limit within Stephanie Terrace is 15 MPH.
 - (f) All vehicles parked at Stephanie Terrace—with the exception of those parked in garages—must be operable and currently licensed at all times. No disabled vehicles may be parked beyond seven (7) days.
 - (g) No car repairs are permitted in common or limited common areas.
 - (h) All motor vehicles must fit completely within the space provided and not extend into common areas.
9. Noise or Other Disturbances
- (a) No unit owner shall permit the excessively loud use of any musical instrument, radio, television, stereo, amplifier or loud speaker in a manner that disturbs the owner or occupant of any other unit.

- (b) The House Rules may detail the regulation of excessive noise from whatever source.
- (c) No noxious or offensive activity shall be carried on in any unit or in the common elements either willfully or negligently which may be or become an annoyance or nuisance to other unit owners or tenants.

10. Landscaping

- (a) No landscaping or planting of flowers in common areas shall be performed, except as authorized by the Board in writing. Any such authorization may be rescinded by the Board at any time.
- (b) Alterations to the limited common elements, such as the space between the patio and the end of the building, shall only be allowed with written permission from the Board, or as specified in Article XI, Section 5.
- (c) If authorized by the Board to plant outside the building, the homeowner is required, pursuant to state law, to contact the one-call utility locating service, Utility Notification Center. Special care should be taken not to damage the Association's sprinkling lines. Repair of said lines is the responsibility of the party that causes the damage.

11. Waterbeds and Large Fish Tanks

- (a) Except with the written consent of the Board, no unit owner shall admit or permit the presence of a waterbed or large fish tank (exceeding 20 gallons) in any unit.
- (b) Consent will be given only if the owner provides an insurance policy for waterbeds covering water damage. If such consent is given, the owner shall be responsible for all damages to any unit or the common element that might be caused by damage from the waterbed or fish tank.

12. Signs

- (a) No permanent sign of any kind shall be displayed to the public view on or from any unit or common element without the prior consent of the Board.
- (b) Temporary signs are only allowed under the terms outlined in the House Rules.

13. Emergency Rules

- (a) The Board is authorized to enact any additional temporary rules and regulations to address emergency situations not addressed in these Bylaws.
- (b) Emergency temporary rules must be voted on by a majority of the Association membership before becoming a permanent rule.

14. Damages

Each unit owner is responsible for damages to the common elements caused by occupants or guests of his unit. The Board is authorized to repair any such damages and bill the unit owner for them. An assessment for damages is treated the same as a rule violation as specified in Article XI. The Board of Directors shall have the authority to make binding decisions, after notice and opportunity for a hearing, with respect to establishing the extent of an owner's responsibility for such damages.

ARTICLE XI

ENFORCEMENT PROVISIONS RELATING TO VIOLATIONS

The Board is responsible for enforcing all Bylaws and the House Rules. As in any communal living situation, there will be situations that cause conflict between unit owners. To resolve conflict and differences, the Association requires any aggrieved party to first attempt to work out differences with the other party or parties directly. This allows parties to work together in an amicable way to create a living environment that is pleasant and safe for all. When an informal approach does not result in compliance with the Bylaws or House Rules, procedures and enforcements, as outlined in the House Rules, will apply.

1. Reporting Procedure

- (a) Violations of the Bylaws and House Rules shall be reported to the Board in writing, and should include a listing of all informal steps taken to resolve the issue, as well as the signature of the complainant.
- (b) The Board will confirm the violation and act as soon as possible to correct it. If resolution of the violation is not immediately possible, the Board will notify the unit owner in writing that the violation must be corrected within 10 days from the date of the letter.
- (c) If the violation is not corrected in 10 days, the Board may issue an assessment, as outlined in Section 2 below, until the violation is corrected.
- (d) If a previously identified violation occurs a second time within two months, or occurs three times within a six-month period, the applicable assessment will be levied against the responsible unit owner without benefit of the 10-day deadline.
- (e) Enforcement assessments incurred by the unit owner will be collected as delinquent assessments, according to the terms of the Oregon Condominium Act.

2. Rule Enforcement – Assessments

- (a) After it has been verified a rule violation has occurred and has not been corrected in a timely manner as specified above, an enforcement fee, payable to the Association Treasurer, shall be levied against the unit owner.
- (b) Once the rules enforcement fee reaches the equivalent of one month's dues, collection proceedings will be initiated. The owner will be responsible for the collection costs.
- (c) Specific fine information appears in the House Rules.

3. Appeals Process for Rule Enforcement and Assessments

- (a) If the unit owner believes the assessment is unfair, the unit owner may appeal to the Board in writing within the ten (10) day notice period.
- (b) The Board will review the unit owner's written statement, and provide a time for him to discuss the matter with the Board. The hearing must be within 30 days of receipt of the written appeal.
- (c) The Board will issue a written determination regarding the violation and appeal within 10 days of the hearing. During this appeals time, no assessments will be made until the Board makes final determination.

4. Rules Enforcement and Disclaimer

- (a) The Board is not responsible for searching out violations of the Bylaws or House Rules.
- (b) A unit owner must follow the written reporting procedures outlined the House Rules before the Board can address any alleged violations.
- (c) Failure by the Board to address an alleged violation of any provision of these Bylaws, not formally reported to the Board, shall in no way invalidate the Board's action against a unit owner who is deemed to be in violation of these Bylaws or House Rules.

5. Grandfathering Authorizations of Prior Boards

- (a) If a unit owner has been granted permission in writing to act outside the scope of these revised Bylaws or House Rules, the Board will honor the prior written agreement.
- (b) It shall be the unit owner's responsibility to retain the written authorization in the event permission is ever questioned.
- (c) If no written permission was granted, it will be up to the unit owner to make a written request to the Board seeking a waiver. In reviewing such requests, the Board must consider the overall impact of the violation on the condominium community. The Board must act on all waiver requests within 30 days of receiving the written request. No assessments will be made, nor corrections required, until after the Board has notified the owner in writing of its decision on the waiver. If the Board rules against the waiver request, the owner will have 10 days to remedy the violation or face assessment, as outlined in the House Rules.

6. Exceptions

Parking violations may be enforced by towing as provided in these Bylaws and the House Rules without regard to the procedures in Sections 1 – 5 of this Article.

ARTICLE XII

AMENDMENTS

These Bylaws may be amended at any Association meeting called for that purpose, or at the Annual Meeting, provided notice is given pursuant to Article III (3) specifically stating that any amendments to the Bylaws will be considered at the meeting. An amendment may be proposed by the Board or by not less than thirty percent (30%) of the unit owners and any eligible mortgage holder. Except as expressly required by Oregon law, an amendment of the Bylaws shall not be effective unless approved by at least a majority of the unit owners. If required by law, amended Bylaws must be approved by the Real Estate Commissioner.

ARTICLE XIII

MORTGAGE PROTECTION

- 1. Notwithstanding any contrary provision of the Bylaws, it is declared, certified and agreed:

- (a) The liens created under the Declaration, these Bylaws or under the Act upon any unit for common expense assessments shall be prior to all other liens and encumbrances upon a unit except tax and assessment liens and a first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages). After the foreclosure of any such mortgage there may be a lien created pursuant to Article VII of the Bylaws on the interest of the purchaser at the foreclosure sale to secure all assessments, whether regular or special, assessment to the purchaser as unit owner after the date of the foreclosure sale, which lien, if claimed, shall have the effect and be enforced in the manner provided in the Declaration.
- (b) No amendment of this Article XII shall affect rights of the holder of any such mortgage recorded prior to recording of the amendment who does not join in the execution of the amendment.
- (c) By subordination agreement executed by or with approval of a majority of the Board, the benefits of paragraph A and paragraph B of this Article XII may be extended to mortgages not otherwise entitled to those benefits.
- (d) Any institutional holder of the first mortgage on a unit in this condominium shall, upon request, be entitled to:
 - (1) Inspect the books and records of the condominium during normal business hours;
 - (2) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- (e) In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit shall be given timely written notice by the Association of any such damage or destruction.
- (f) If a unit or a portion of a unit, or any common element or a portion of any common element, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise bought or acquired by a condemning authority, the institutional holder of any first mortgage on a unit shall be given timely written notice by the Association of any such proceeding or proposed acquisition.
- (g) **Mortgagee & Right of Notification of Default.**

Any holder of a mortgage who has requested such notice in writing from the Association, shall be entitled to written notification from the Association of any default by the mortgagor of a unit in the performance of the mortgagor's obligation under the Declaration which is not cured within 30 days.
- (h) **Priority of Mortgage Over Certain Assessments.**

Each holder of a first mortgage lien on a unit, or any purchaser at a foreclosure sale, which mortgage lien holder or purchaser comes into possession of a unit by virtue of foreclosure of the mortgage, or by virtue of remedies provided in the mortgage or deed or assignment in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments and charges against the mortgage unit which accrue prior to the time the holder or purchaser comes into possession of the unit (except for claims for a prorate share of such assessments or charges resulting from a prorate allocation of such assessment or charges to all units including the mortgaged unit) and the lien of the Association for such prior accrued assessment and charges shall thereupon be extinguished automatically. Extinguishment of the lien shall not affect the personal liability of the unit owner whose default created the lien.

(i) Mortgagee's Rights of Approval or Disapproval.

The prior written approval of each eligible institutional holder of a first mortgage lien on units in the condominium will be required for:

- (1) The abandonment or termination of condominium status under the Act, except for abandonment or termination provided by the law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain.
- (2) Any material amendment to the Declaration, the Bylaws or the Articles of Incorporation of the Association on, including, but not limited to, any amendment which would change the percentage interests of the unit owners in Stephanie Terrace Condominium.
- (3) The effectuation of any decision by the Association to terminate professional management and to assume self-management of the condominium.
- (4) An "eligible institutional holder of a first mortgage lien" shall be an institution that has provided written notice to the Association of its intent to participate in the decisions outlined in this Section.

(j) Certain Prohibitions Imposed on Unit Owners

In addition to the requirements of the Declaration, the Bylaws and applicable state and local law, unless all holders of first mortgage liens on individual units have given their prior written approval, a unit owner shall not:

- (1) Change the prorate interest or obligations of any unit for purposes of levying assessments and charges;
- (2) Partition or subdivide any unit or common elements of the project;
- (3) By act or omission seek to abandon the condominium status of the project, except as provided by statute in case of substantial loss to units and common elements of the project.

ARTICLE XIV

RIGHT OF ENTRY

1. The Board, or any other person authorized by the Board, shall have the right to enter any unit in the case of an emergency, whether or not the owner is present at the time. If time permits, and the affected unit owner can be reached, the unit owner affected by the entry shall first be notified.
2. In the event access is needed in a non-emergency situation to effect repairs upon common elements, or for repairs to mechanical or electrical devices or installations located in or on the unit, request for entry will be made in advance, and entry made at a time convenient to the owner.
3. The Board and the duly authorized agents of the Association or of the Board shall have the right to enter into any unit at reasonable times to perform necessary repairs the unit owner has failed to perform.

It is hereby certified that the foregoing Amended and Restated Bylaws have been approved by the required percentage of the Association members.

DATED: 1/27/2009

**STEPHANIE TERRACE
CONDOMINIUMS OWNERS' ASSOCIATION**

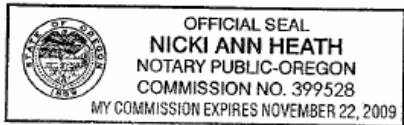
By: Sandra Cooper
Chairman

By: Christine Boundy
Secretary

STATE OF OREGON)
County of Washington) ss.

January 27, 2009

Personally appeared before me the above-named Sandra Cooper and Christine Boundy who, being duly sworn, did say that they are the Chairman and Secretary of the Stephanie Terrace Condominiums Owners' Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Nicki Ann Heath
Notary Public for Oregon