



**WHEN RECORDED, RETURN TO:**

Vial Fotheringham LLP  
7000 SW Varns St.  
Portland, OR 97223

Multnomah County Official Records  
R Weldon, Deputy Clerk

2012-046959

**GRANTOR:** The Cedar Gardens  
Condominiums Association  
PO Box 12753  
Portland, OR 97212



\$56.00

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**GRANTEE:** Public

**FIRST AMENDMENT TO THE  
DECLARATION OF UNIT OWNERSHIP FOR  
THE CEDAR GARDENS CONDOMINIUM**

This Amendment to the Declaration of Unit Ownership for The Cedar Gardens Condominium is made by the Association of Unit Owners of The Cedar Gardens Condominium.

RECITALS

- A. The Cedar Gardens Condominium is a condominium, located in Multnomah County, Oregon, which was created by the following documents, recorded in the records of Multnomah County, Oregon:
1. Declaration of Unit Ownership for The Cedar Gardens Condominium, recorded February 1, 1979, in Book 1339, Page 2169 ("Declaration").
  2. Bylaws of The Cedar Gardens Condominium, recorded concurrently with the Declaration, in Book 1339, Page 2144 ("Bylaws").
  3. Articles of Incorporation of the Association of Unit Owners of The Cedar Gardens Condominium, filed on March 25, 2011 ("Articles of Incorporation").
- B. The purpose of this Amendment is to amend language of the Declaration to ensure that its references to Oregon law are current and its provisions are consistent with Oregon law.

**NOW, THEREFORE**, pursuant to Section 11 of the Declaration and Section 100.135 of the Oregon Condominium Act ("Act"), the Association hereby makes the following amendment:

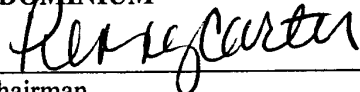
**I. Article 6, Section 6.2 of the Declaration is amended to read:**


6.2 Children as Residents Not Restricted. There shall be no restrictions on children in any of the units of this condominium.

**II. Section 6.4 of the Declaration is amended to read:**

6.4 Appearance of Condominium Building. The unit owners will not cause anything to be hung, displayed, or placed on the walls, doors, windows, walkways, ceilings of walkways or roof of the condominium building or any other common element; and they will not otherwise change the appearance of any portion of the common elements without the prior written consent of the Board of Directors. Each unit owner shall provide draperies at all windows which shall be lined with white materials, sufficiently opaque so as not to disclose the color of the interior portion of such draperies. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors, unit owners may post reasonable signs in reasonable places on the condominium advertising any unit for sale and unit owners may post reasonable signs in reasonable places on the condominium advertising a unit for rent.

**ASSOCIATION OF UNIT OWNERS OF  
THE CEDAR GARDENS  
CONDOMINIUM**

By:   
Chairman

By:   
Secretary

**CERTIFICATION**

The undersigned Chairman and Secretary of the Association of Unit Owners of The Cedar Gardens Condominium certify that the within First Amendment to the Declaration of Unit Ownership of The Cedar Gardens Condominium has been approved pursuant to ORS 100.135.

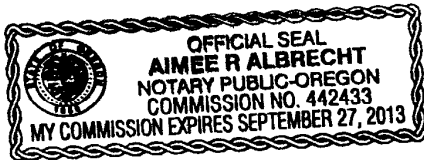
**ASSOCIATION OF UNIT OWNERS OF  
THE CEDAR GARDENS  
CONDOMINIUM**

By: *Penny R Carter*  
Chairman

By: *Courtney Sherman*  
Secretary

STATE OF OREGON            )  
  ) ss  
County of Multnomah )

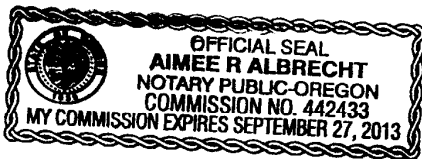
The foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of November, 2011 by Penny R Carter Chairman of the Board of Association of Unit Owners of The Cedar Gardens Condominium, on its behalf.



*Aimee R Albrecht*  
Notary Public for Oregon  
My Commission Expires: 9/27/13

STATE OF OREGON            )  
  ) ss  
County of Multnomah )

The foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of November, 2011 by Courtney Sherman Secretary of the Board of the Association of Unit Owners of The Cedar Gardens Condominium, on its behalf.



*Aimee R Albrecht*  
Notary Public for Oregon  
My Commission Expires: 9/27/13

**GOVERNMENTAL APPROVAL**

The foregoing First Amendment to the Declaration of Unit Ownership of The Cedar Gardens Condominium is approved pursuant to ORS 100.110 this 2<sup>nd</sup> day of December, 2011. In accordance with ORS 100.110(8), this approval automatically expires if this amendment is not recorded within one (1) year from this date.

**OREGON REAL ESTATE  
COMMISSIONER**

By:



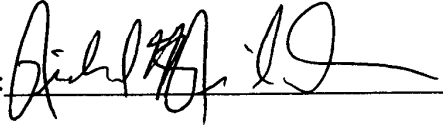
Laurie A. Skillman

**COUNTY ASSESSOR APPROVAL**

The foregoing First Amendment to the Declaration of Unit Ownership of The Cedar Gardens Condominium is approved pursuant to ORS 100.110 this 19<sup>th</sup> day of APRIL, ~~2011~~ 2012

*NAL*

**MULTNOMAH COUNTY ASSESSOR**

By: 

**WHEN RECORDED, RETURN TO:**

Vial Fotheringham LLP  
7000 SW Varns St.  
Portland, OR 97223

*PL*

Multnomah County Official Records  
R Weldon, Deputy Clerk

**2012-046960**

**GRANTOR:** The Cedar Gardens  
Condominiums Association  
PO Box 12753  
Portland, OR 97212  
**GRANTEE:** Public



**\$56.00**

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**FIRST AMENDMENT TO THE BYLAWS OF  
THE CEDAR GARDENS CONDOMINIUM**

This Amendment to the Bylaws of The Cedar Gardens Condominium is made by the Association of Unit Owners of The Cedar Gardens Condominium.

RECITALS

- A. The Cedar Gardens Condominium is a condominium, located in Multnomah County, Oregon, which was created by the following documents, recorded in the records of Multnomah County, Oregon:
1. Declaration of Unit Ownership for The Cedar Gardens Condominium, recorded February 1, 1979, in Book 1339, Page 2169 ("Declaration").
  2. Bylaws of The Cedar Gardens Condominium, recorded concurrently with the Declaration, in Book 1339, Page 2144 ("Bylaws").
  3. Articles of Incorporation of the Association of Unit Owners of The Cedar Gardens Condominium, filed on March 25, 2011 ("Articles of Incorporation").
- B. The purpose of this Amendment is to amend language of the Declaration to ensure that its references to Oregon law are current and its provisions are consistent with Oregon law.

**NOW, THEREFORE**, pursuant to Article X of the Bylaws and ORS 100.410, the Association hereby makes the following amendments:

**I. Article II, Section 2 of the Bylaws is amended to read as follows:**

Section 2. Voting. Notwithstanding ORS Chapter 100 (also known as the "Oregon Condominium Act"), the owner of each unit shall be entitled to one vote.

*5*

“Majority” or “Majority of Unit Owners” shall mean owners of more than fifty percent (50%) of the units. The calling and conducting of meetings of the Association of Unit Owners and the exercise of voting rights shall be controlled by Article II of the Bylaws. If multiple owners cannot agree on how to cast their vote, they shall abstain as to the matter with respect to which a vote is being taken. Any attempt to cast a split ballot shall be void.

**II. Article IV, Section 3(b) of the Bylaws is amended to read as follows:**

(b) Designation and collection of monthly assessments from the owners, in accordance with these Bylaws, the Declaration and the Oregon Condominium Act.

**III. Article IV, Sections 9 and 10 of the Bylaws is amended to read as follows:**

Section 9. Regular Meetings. Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of directors may be called by the Chairman on three (3) days notice to each director, given personally or by mail, telephone or email, which notice shall state the time, place (as herein provided) and purpose of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the chairman or secretary or written request of at least (3) directors. Special meetings of the Board of Directors may be called on three (3) days notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place (as herein provided) and the purpose of the meeting.

**IV. Article VI, Section 2 of the Bylaws is amended to read as follows:**

Section 2. Default. Failure by an owner to pay any assessment of the Association shall be a default by such owner of his obligations pursuant to these Bylaws and the Oregon Condominium Act. The Association shall be entitled to a lien which may be enforced up on compliance with provisions of ORS Chapter 100. In any foreclosure suit by the Association, with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his unit or shall be entitled to the appointment of a receiver pursuant to ORS Chapter 100. Any default by the owner in any provisions of these Bylaws or of the Oregon Condominium Act shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the unit is subject.

**V. Article VI, Section 7(a) of the Bylaws is amended to read as follows:**

(a) No resident of the condominium shall post any advertisement, posters, or signs of any kind in or on the condominium property except and authorized by the Association and except that the Declarant and unit owners may post “For Sale” signs advertising units or “For Rent” signs advertising a unit for rent.



**VI. Article VI is amended by adding the following language as Section 9:**

**Section 9. Limit on Rentals.** Unit owners who took ownership before April 1, 2009, may rent out their units as they choose, as long as they and their tenants comply with the requirements of the Bylaws, the Declaration of Unit Ownership, and other Association policies. Unit owners who took possession after April 1, 2009, may not begin to rent out their units if doing so would result in three or more units being occupied by tenants, in order to limit total rentals to no more than 20 percent of all units. At such time as all unit owners took ownership of their condos after April 1, 2009, the number of units that can be occupied by tenants at any time will be limited to two. Immediate family members of unit owners, including spouses, parents, siblings and children, are not viewed as renters or tenants for the purposes of this section. In the event of a hardship, including job termination or relocation, medical emergency, disability or other hardship approved by the board, unit owners may for a period of up to 12 months obtain board permission to rent out their units, even if two or more other units are already being rented.

**VII. Article XI, Section 4 of the Bylaws is amended to read as follows:**

**Section 4. Notice of Default by Mortgagor.** The Association of Unit Owners shall give the mortgagees written notification of any default by their mortgagors in the performance of such mortgagor's obligations pursuant to the condominium document or the Oregon Condominium Act, which is not cured within thirty (30) days.

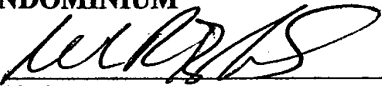
**VIII. Article XII of the Bylaws is amended to read as follows:**

These Bylaws are intended to comply with the provisions of the Oregon Condominium Act, which are incorporated of Unit Ownership. In case any of the provisions hereof conflict with the provisions of said statutes, the statutory provisions shall apply. In case of any conflict between the provisions hereof and the Declaration, the provisions in the Declaration shall apply.

**IX. Article XIV is amended to read as follows:**

In the even suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Bylaws or of the Oregon Condominium Act, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonably attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

**ASSOCIATION OF UNIT OWNERS OF  
THE CEDAR GARDENS  
CONDOMINIUM**

By:   
Chairman

By: Kelley Christensen  
Secretary

**CERTIFICATION**

The undersigned Chairman and Secretary of the Association of Unit Owners of The Cedar Gardens Condominium certify that the within First Amendment to the Bylaws of The Cedar Gardens Condominium has been approved pursuant to ORS 100.135.

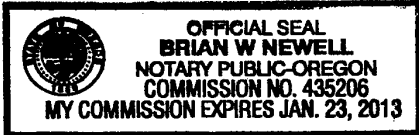
**ASSOCIATION OF UNIT OWNERS OF THE CEDAR GARDENS CONDOMINIUM**

By: [Signature]  
Chairman

By: [Signature]  
Secretary

STATE OF OREGON )  
 ) SS  
County of MULTNOMA )

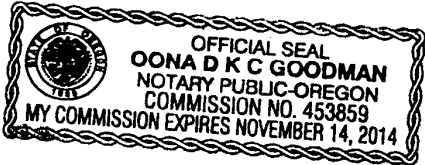
The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of April, 2011, by Michael P. Brockhaus Chairman of the Board of Association of Unit Owners of The Cedar Gardens Condominium, on its behalf.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 1/23/13

STATE OF OREGON )  
 ) SS  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of April, 2011, by Kelly Ann Christensen Secretary of the Board of the Association of Unit Owners of The Cedar Gardens Condominium, on its behalf.



[Signature]  
Notary Public for Oregon  
My Commission Expires: Nov. 14, 2014