

AFTER RECORDING, RETURN TO:

Vial Fotheringham LLP

17355 SW Boones Ferry Rd., Ste A.
Lake Oswego, OR 97035

GRANTOR: Association of Unit Owners of
Cottages at Hastings Green, A Condominium

GRANTEE: Public

**FIRST AMENDMENT
TO
RESTATED BYLAWS OF
THE ASSOCIATION OF UNIT OWNERS OF COTTAGES
AT HASTINGS GREEN CONDOMINIUM**

This First Amendment to Restated Bylaws of the Association of Unit Owners of Cottages at Hastings Green Condominium ("Amendment") is made this 03 day of December, 2020, by the Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation ("Association").

RECITALS

- A. Cottages at Hastings Green, A Condominium (the "Condominium") is located in the City of Portland, Multnomah County, Oregon. The Condominium is governed by the following documents recorded in the Records of Multnomah County, Oregon:
1. *Declaration Submitting Cottages at Hastings Green, A Condominium to Condominium Ownership*, recorded June 6, 2003 as Document No. 2003-131089, as it has been amended and supplemented from time to time ("Declaration").
 2. *Restated Bylaws of the Association of Unit Owners of Cottages at Hastings Green Condominium*, recorded on January 9, 2015 as Document No. 2015-002831 ("Bylaws").
 3. Plat of *Cottages at Hastings Green, A Condominium*, recorded on June 6, 2003 as Document No. 2003-131087, and in Book 1258, Pages 83-92, plat records, as it has been amended from time to time;
 4. Plat of *Cottages at Hastings Green, A Condominium, Supplemental Plat No. 1: Annexation of Stage 2*, recorded on May 6, 2004 as Document No. 2004-079610, and in Book 1262, Pages 71-77, plat records;

5. Plat of *Cottages at Hastings Green, A Condominium, Supplemental Plat No. 2: Annexation of Stage 3*, recorded on September 14, 2004 as Document No. 2004-168501, and in Book 1264, Pages 15-23, plat records (collectively, "Plat").
- B. The Association was formed pursuant to the Declaration and Bylaws, and incorporated as Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation by Articles of Incorporation filed with the Oregon Secretary of State, Corporation Division on June 18, 2003.
- C. The Association is also governed by the Oregon Condominium Act, ORS Chapter 100.
- D. The owners and the Association wish to amend provisions of the Bylaws as outlined below.

NOW, THEREFORE, pursuant to Article 9, Section 9.2 of the Bylaws and ORS 100.410, with the consent or approval of at least a majority of the voting rights of the unit owners, the Association and owners hereby amend Section 7.1 of the Bylaws to read as follows:

7.1. Maintenance and Repair

Except as otherwise provided in Section 7.3 for damage or destruction caused by casualty:

(a) **By Association**. The Association shall be responsible for the following maintenance, repairs and replacement, the cost of which shall be charged to the unit owners as a common expense:

(i) Except as otherwise provided herein, all maintenance, repairs and replacements to the general common elements.

(ii) Maintenance, repairs and replacements of all utility lines outside of the units and limited common elements, or serving more than one unit, and the storm water system, including the sediment pump, drywell system, the five-foot square turf pad at the base of the downspouts for each dwelling unit, and regular irrigation and mowing required to maintain the turf drainage system in a healthy state.

(iii) Maintenance (including mowing) of all landscaping, irrigation and lighting within the limited common element yards in accordance with a Maintenance Resolution adopted by the Board of Directors.

(iv) Maintenance, repair and replacement of all exterior building surfaces and components, including, but not limited to, roofing, siding, trim, windows, window frames, doors, door frames, balconies and porches of the units, gutters and downspouts, and all limited common element fences.

(v) All maintenance, repairs and replacements of the garages, except automatic garage door openers.

(b) **By Unit Owners**. Each unit owner will be responsible for the following maintenance, repairs and replacements at such unit owner's own expense:

(i) Except as delegated to the Association, all maintenance of and repairs to such unit owner's unit and limited common elements.

(ii) Maintenance, repair or replacement of any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, vents, lighting fixtures and lamps, electrical outlets, blinds, garbage disposals, fireplaces, refrigerators, dishwashers, ranges and other appliances or accessories that may be in or connected with such owner's unit.

(iii) Maintenance, repair or replacement of any utility or communication lines within the unit or limited common element yard, except where such line serves more than one unit.

(iv) Maintenance, repair or replacement of any automatic garage door opener within the unit owner's limited common element garage.

(v) Except for landscaping, irrigation, drainage, and lighting within the limited common element yard to the extent maintained by the Association pursuant to the Maintenance Resolution, all other maintenance of the limited common element yard, and any other structure or improvement thereon approved by the Board of Directors, which shall be kept in a clean condition, in good repair and free of trash and other unsightly material.

(c) **Failure to Maintain**. The board of directors, by resolution, may adopt required maintenance schedules. In the event any owner fails to perform any maintenance, repair or replacement as required by this section, the Association may cause such maintenance to be performed at the expense of the unit owner and assess the cost of such maintenance or repair to the unit owner. At the request of an owner, the Association may elect to contract for any such maintenance, repair or replacement at the expense of the owner.

Except as otherwise expressly provided in this document, all other provisions of the Bylaws will remain in full force and effect.

[signatures on following page]

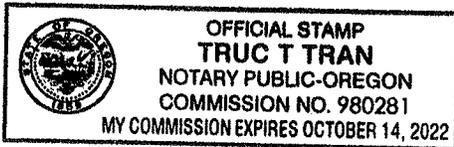
Acknowledgment
State of OREGON
County of Multnomah
This Instrument was acknowledged before me
on: December 9th, 2020
by: Mary Regis McDonald

[Signature]
Notary Public

ASSOCIATION OF UNIT OWNERS OF
COTTAGES AT HASTINGS GREEN, A
CONDOMINIUM, an Oregon nonprofit corporation

By: M. Regis McDonald
M. Regis McDonald, Chairperson

By: Kathleen Yesh
Kathleen Yesh, Secretary



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CERTIFICATION

The undersigned Chairperson and Secretary of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, hereby certify that the above First Amendment to Restated Bylaws of the Association of Unit Owners of Cottages at Hastings Green Condominium has been adopted in accordance with Article 9 of the Bylaws and ORS 100.410.

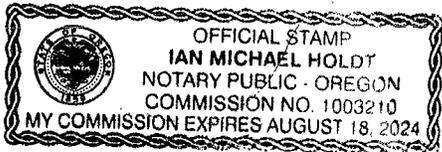
ASSOCIATION OF UNIT OWNERS OF COTTAGES AT HASTINGS GREEN, A CONDOMINIUM, an Oregon nonprofit corporation

By: M. Regis McDonald
M. Regis McDonald, Chairperson

By: _____
Kathleen Yesh, Secretary

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 8th day of March, 2021, by M. Regis McDonald, Chairperson of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation, on its behalf.



[Signature]
Notary Public for Oregon

STATE OF OREGON)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kathleen Yesh, Secretary of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon

CERTIFICATION

The undersigned Chairperson and Secretary of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, hereby certify that the above First Amendment to Restated Bylaws of the Association of Unit Owners of Cottages at Hastings Green Condominium has been adopted in accordance with Article 9 of the Bylaws and ORS 100.410.

**ASSOCIATION OF UNIT OWNERS OF
COTTAGES AT HASTINGS GREEN, A
CONDOMINIUM**, an Oregon nonprofit corporation

By: _____
M. Regis McDonald, Chairperson

By: Kathleen Yesh
Kathleen Yesh, Secretary

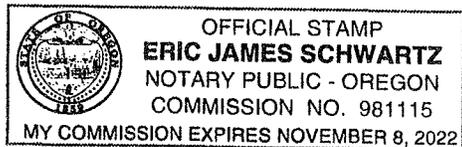
STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by M. Regis McDonald, Chairperson of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this 03 day of December 20____, by Kathleen Yesh, Secretary of the Association of Unit Owners of Cottages at Hastings Green, A Condominium, an Oregon nonprofit corporation, on its behalf.



[Signature]
Notary Public for Oregon