

After Recording Return to:

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**SECOND AMENDMENT TO BYLAWS OF
TWENTY-ONE IRVINGTON CONDOMINIUMS OWNERS ASSOCIATION
(Rental Restriction)**

RECITALS

A. Twenty-One Irvington Condominiums Owners Association, an Oregon nonprofit corporation ("**Association**") is governed, in part, by the following documents ("**Governing Documents**"), recorded in the Multnomah County, Oregon, Official Records:

- Declaration Submitting Twenty-One Irvington Condominiums to Condominium Ownership, recorded on January 12, 2006, as Document No. 2006-006941; Instrument Correcting Exhibit C to Declaration Submitting Twenty-One Irvington Condominiums to Condominium Ownership, recorded on February 1, 2006, as Document No. 2006-019262; and First Amendment to Declaration and Plat of Twenty-One Irvington Condominiums, recorded on March 19, 2007, as Document No. 2007-047920 ("**Declaration**").
- Bylaws of Twenty-One Irvington Condominiums Owners Association, attached to the Declaration as Exhibit D; and First Amendment to Bylaws of Twenty-One Irvington Condominiums Owners Association, recorded on May 19, 2010, as Document No. 2010-062709 ("**Bylaws**").
- Plat of Twenty-One Irvington Condominiums, recorded in Plat Book 1272, Pages 40-45, Plat Records.

B. Twenty-One Irvington Condominiums is a condominium community located in Multnomah County, Oregon, and is subject to the Declaration, Bylaws, and Articles of Incorporation, filed on January 20, 2006, with the Oregon Secretary of State.

C. To maintain and enhance the value of the properties within Twenty-One Irvington Condominiums, protect the Association's financing options, and better ensure the stability of the residential character of the community, 75% of the Association members have voted to amend Article 12 of the Bylaws as follows:

AMENDMENT

1. Article 12 of the Bylaws is deleted in its entirety and replaced with the following:

“Article 12 LEASING AND RENTAL OF UNITS

The leasing and renting of Units will be in accordance with this Article.

12.1 Definitions.

(a) “Rent,” “Lease,” “Rental,” “Renting,” or “Leasing” means the granting of a right, including a license, to occupy a Unit for a specific term or indefinite term (with rent reserved on a periodic basis) by a person or persons other than the owner, in exchange for the payment of Rent (i.e., money, property, or other goods or services of value). For the purpose of the regulation of Leases and tenant screening as provided in this Article 12, the terms, “Rent,” “Renting,” or “Rental” do not mean:

(1) Joint ownership of a Unit by means of joint tenancy, tenancy-in-common, or other forms of co-ownership;

(2) An agreement between the owner and a roommate under which the owner and another person or persons share simultaneous joint use or occupancy of a Unit;

(3) Use or occupancy of a Unit by a Related Party of the owner, provided that the Related Party does not pay Rent as defined above;

(4) Housesitting arrangements, where the owner is absent for a period not to exceed six (6) months, and the owner has not vacated the premises.

(b) “Related Party” means a person who is the parent, parent-in-law, sibling, sibling-in-law, parents’ sibling, grandparent, child, or lineal descendent of the owner.

12.2 Restrictions.

(a) **No Lease or Rental Permitted for 12 Months after Ownership.** No Owner may, or is eligible to, Lease or Rent a Unit until 12 months after the Owner has taken title to the Unit, whether by sale, contract, or transfer of ownership.

(b) **Minimum One-Year Lease Requirement.** The Unit may not be Rented for transient or hotel purposes, and all Leases and Rentals shall be for a term of not less than one (1) year.

(c) **Entire Unit Must Be Rented or Leased.** The Lease or Rental must be for the entire Unit and not merely parts of the Unit.

(d) **Tenant Contact Information.** All owners who Lease or Rent their Units shall promptly notify the Association in writing of the names of all tenants and others occupying such Units and shall provide the Association with a complete copy of the Lease or Rental agreement. All owners Leasing their Unit shall promptly notify the Association of the address and telephone number where such owner can be reached.

(e) **Rental-Lease Limit.** No Unit may be Rented or Leased if the Rental or Lease results in 34% or more of the Units (more than 6 Units) being Rented or Leased ("Rental-Lease Limit"), except as provided in Section 12.4 of this Article.

12.3 Procedures.

(a) **Application.** Before Renting or Leasing any Unit, an owner shall apply to the Board for permission to do so. The application shall be on a form approved by the Board.

(b) **Review Process and Timing.** The Board shall also review applications for permission to Rent or Lease in chronological order based upon the date and time of receipt of the application. Within fourteen (14) business days of receipt, the Board shall approve or deny an application. The Board shall notify the owner within fourteen (14) business days of receipt of the application if permission is or is not given and, if permission is not given, the reason for the denial. Nevertheless, failure by the Board to approve or deny an application within fourteen (14) days of receipt shall not be deemed a waiver and automatic approval of the application to Rent or Lease the Unit. The Board shall review the application and determine whether the Rental or Lease will exceed the Rental-Lease Limit and then:

(1) Approve the application if it determines that the Rental or Lease will not exceed the Rental-Lease Limit; or

(2) Deny the application if it determines that the Rental or Lease of the Unit will exceed the Rental-Lease Limit.

(c) **Wait List.** If an owner's application is denied, the applicant may be placed on a waiting list according to the date and time the application was received so that the owner whose application was earliest received will have the first opportunity to Rent or Lease, subject to Section 12.4.

(d) **Expiration of Privilege to Lease or Rent.** The privilege of Leasing or Renting a Unit expires if (1) the Unit becomes owner-occupied; (2) the Unit is sold or transferred to another person or entity by deed, contract, bequest, or other method; or (3) if the Unit becomes vacant for sixty (60) or more days. In these events, the owner may reapply to Rent or Lease a Rental as provided in this Section 12.3.

12.4 Hardship Exceptions. To avoid undue hardships or practical difficulties, such as the owner's job relocation, extended vacation, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances, the Board of Directors shall have discretion to approve an owner's application to temporarily Rent or Lease the owner's Unit, even if the Rental or Lease will exceed the Rental-Lease Limit, as long as the total number of Units Rented or Leased does not exceed 39% (7 Units).

(a) **Maximum Hardship Exception Rental Period.** Any hardship approval to Rent or Lease may not be for a period of more than six (6) months.

(b) **Re-application.** At the termination of each six (6) month Lease, the owner must reapply to the Board pursuant to Section 12.3, above.

12.5 Limitations. Notwithstanding that a Lease or Rental would not exceed the Rental-Lease Limit, an owner is not eligible to Rent more than one Unit until the pending applications of:

(a) All owners who are not currently Renting or Leasing a Unit have been approved; and

(b) All owners who are currently Renting or Leasing fewer Units than the applicant have been approved.

12.6 Rules. An application form, the application and approval process, a waiting list, and any rules deemed necessary by the Board to implement this section shall be established by rules adopted by resolution of the Board of Directors consistent with this section and pursuant to ORS 100.405.

12.7 Statement of Unit Occupancy. Within thirty (30) days of the recording of this Amendment and within thirty (30) days of the sale or other change in occupancy of a Unit, all owners shall provide the Board with a Statement of Unit Occupancy Information, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Units Rented or Leased. The Statement of Unit Occupancy Information shall be on a form prescribed by resolution of the Board and shall contain a statement of whether or not the Unit is occupied by the owner and if not, the renter or lessee's names, contact information, and Rental or Lease Term.

12.8 Remedies.

(a) **Fines and Owner Removal of Tenants.** If an owner fails to submit the required application and Rents or Leases any Unit after the Board has denied the owner's application, the Board may assess fines against the owner and the owner's Unit in an amount the Board determines pursuant to a fine schedule adopted by the Board in accordance with ORS 100.405. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including, but not limited to, an action to

require the owner to terminate the Rental or Lease agreement and removal of any tenant or lessee.

(b) **Owners Responsible for Tenants.** Any failure of a tenant to comply with the Declaration, Bylaws, and Association rules and regulations shall be a default under the Lease or Rental agreement, regardless of whether the Lease or Rental agreement so provides. In the event of any such default, the owner must immediately take all actions to cure the default, including, if necessary, eviction of the tenant.

12.9 Costs and Attorney Fees. The Association shall be entitled to recover from the offending owner its costs and attorney fees incurred for enforcement of this Article 12, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the owner and the Unit as an assessment pursuant to ORS 100.450.

12.10 Rental and Lease Agreements. Rental and Lease agreements shall comply with the following requirements.

(a) **Rentals and Leases Subject to Governing Documents.** Any Rental or Lease agreement must be in writing and shall provide that the agreement and the tenants or lessees shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation, the Bylaws, any amendments thereto, and all rules and regulations adopted at any time by the Association. The agreement must also provide that any failure by any lessee or tenant to comply with the terms of such documents shall be a default under the agreement.

(b) **Owners to Provide Governing Documents.** Each owner shall provide a copy of the Declaration, these Bylaws, and all rules and regulations of the Association to each tenant of his or her Unit, and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board of Directors, or its membership. By becoming a tenant, each tenant agrees to be bound by the Declaration, these Bylaws, and the rules and regulations of the Association.

(c) **Owners to Provide Receipt and Lease Agreement to Association.** Upon the commencement of the Rental or Lease period, the Occupancy Information as specified in Section 12.7, above, a copy of the receipt specified in Section 12.10(b), above, and a copy of the Lease agreement shall be provided to the Association within fourteen (14) calendar days of the commencement of the Lease. If the owner fails to provide the receipt, the Association shall provide the documents to the tenant or lessee, take a receipt, and assess a reasonable charge for the cost incurred in providing the documents.

12.11 ORS Chapter 90 Not Applicable. Nothing in this Article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.”

2. This Second Amendment to the Bylaws is effective upon the recording of this Amendment in the Multnomah County, Oregon, Official Records.

3. Except as otherwise amended in this Second Amendment, the Bylaws remain in full force and effect.

4. Any conflict between this Second Amendment and the Bylaws will be controlled by this Second Amendment.

[Signatures on following page]

It is certified that this Second Amendment to the Declaration has been approved as required by Article 9 of the Bylaws and ORS 100.410(5)(b) by at least 75% of the Association members.

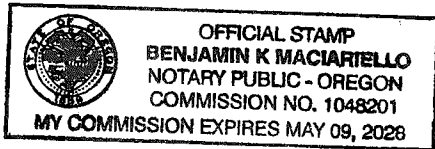
**Twenty-One Irvington Condominiums
Owners Association, an Oregon nonprofit
corporation**

By: Rachel Drushella
Chairperson

By: Blake Robinson
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

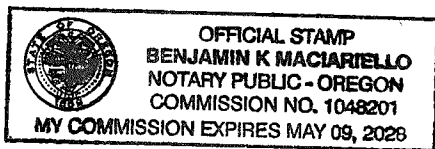
This instrument and certification were acknowledged before me on November 5, 2024, by Rachel Drushella, Chairperson of Twenty-One Irvington Condominiums Owners Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.



Benjamin K Maciariello
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument and certification were acknowledged before me on November 5, 2024, by Blake Robinson, Secretary of Twenty-One Irvington Condominiums Owners Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.



Benjamin K Maciariello
Notary Public for Oregon