

AMENDED AND RESTATED BYLAWS  
OF  
BULLRUN TOWNHOUSE ASSOCIATION

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ARTICLE I

NAME AND LOCATION

The name of the corporation is BULLRUN TOWNHOUSE ASSOCIATION, also known as Eastmount View Townhouse Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 381 North East Village Squire, No 11, Gresham, Oregon 97030; but meetings of members and directors may be held at such places within the State of Oregon, County of Multnomah, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to BULLRUN TOWNHOUSE ASSOCIATION, also known as Eastmount View Townhouse Association.

Section 2. "Building". The term building shall include the entirety of any structure within the Association, notwithstanding that the building may be located on two or more lots owned by individual members of the Association or partially or entirely lying within the common area. The term "Building" shall include, without limitation, the foundation, framing, walls,

siding, roof, interior walls, fixtures, plumbing, electrical wiring, heating installations, wall-to-wall carpeting, paint, wallpaper, paneling, lighting fixtures, plumbing fixtures and all other components. The term "Building" does not include personal property which has not become affixed to a building or become affixed to a part of the building.

Section 3. "Common Area" shall mean all real property owned by or under the control of the Association for the common use and enjoyment of the owners.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the records of Multnomah County, Oregon in Volume 951, Pages 83-91, on the 14th day of September, 1973.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean person or person holding the beneficial ownership of a Lot.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Proxy" shall mean the written authority held by a person to act for a member.

Section 10. "Unit" shall mean a single-family living unit within a multi-unit building.

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### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the third Monday of October of each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held within ten (10) days of that date, as determined by the Board of Directors, on a day which is not a legal holiday.

Section 2. Special Meetings. A special meeting of the members may be called at any time by the President of the Board, or by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the unit owners.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage paid, or by personal delivery, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed or delivered to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members or proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At the first adjourned meeting, forty percent (40%) of the units shall constitute a quorum, twenty-five percent (25%) at the second adjourned meeting and ten percent (10%) at the third or subsequent adjourned meeting. Unless revoked, proxies held for the originally-called meeting shall be valid at all adjourned meetings.

Section 5. Who May Vote. Only those owners in good standing shall be entitled to vote. Owners who are delinquent in the payment of Association assessments by thirty (30) days or more or who have violated other provisions of the Declaration, Bylaws or rules promulgated by the Association or Board of Directors, and continue to be in violation after thirty (30) days written notice thereof, shall not be considered to be in good standing. In case of multi-ownership of a unit, only one (1) vote is allowed.

Section 6. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. The limitations of a proxy are: The

(a) A proxy may be given only by a member in good standing.

(b) A proxy shall be valid only for the action for which it was solicited and may be revoked by the member prior to the action for which it was solicited.

(c) A proxy must be signed by the member from who it was solicited and filed with the Secretary.

(d) A proxy may be given by a member to anyone the member wishes to have represent him/her.

(e) A proxy shall automatically cease upon conveyance by the member of his/her unit.

Section 7. Proxy Rights by Mortgagee. If the mortgagee of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the properties, such mortgagee, at its option may deliver a written notice to the Board of Directors setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to the receipt of such notice, the mortgagee, upon written notice to the Board of Directors that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and cast a vote for each unit upon which it holds a mortgage lien on all business coming before such meeting, which said proxy right shall continue until the defects listed in the aforementioned notice are corrected.

ARTICLE IVBOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of seven (7) directors, who must be members in good standing of the Association and bondable or qualified non-owners. A qualified non-owner shall be any one of special skill, expertise or experience so as to be of a benefit to the Association.

Section 2. Election and Term of Office. At the annual meeting of the Association, the members shall elect directors to fill the positions of those directors whose terms are expiring; however, these directors shall remain in office until the first meeting of the Board of Directors after the annual Association meeting; this will normally be the November meeting of the Board of Directors. Each director shall be elected to a term of two (2) years. The term of office of four (4) directors shall expire one (1) year, and the term of three (3) directors shall expire the alternate year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of a quorum of the members of the Association entitled to vote at a special meeting held for this purpose or at the annual meeting if a quorum of the members are represented. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for the actual expenses incurred in the performance of his/her duties.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors, prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting; and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but shall nominate at least one person for each office for which an election is being held. The Nominating Committee shall make a reasonable effort to nominate persons who are owners of units dispersed geographically throughout the property. Such nominations shall be made from among members who are:

- (a) Willing;
- (b) Members in good standing; BOOK 1812 PAGE 270
- (c) Bondable; or
- (d) Qualified persons who are not members of

the Association

Section 2. Election. The offices of the Secretary and Treasurer, and candidates for these two (2) offices shall be separate from the other candidates on the ballot. The members elected to these positions shall serve in these capacities for their two (2) year term. If the person elected as either Secretary or Treasurer, for reasons beyond their control, are unable to serve in this capacity for the full period of their term and another Board member is qualified and willing, an exchange may be made with the approval of the Board. Otherwise, this person must resign from the Board and the Board shall appoint a new qualified Secretary or Treasurer to serve the remainder of the term. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



ARTICLE VI

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MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be open to the membership. Members attending Board meetings shall conduct themselves in such a manner as not to disrupt the meeting. Members wishing to make a presentation to the Board must notify the Secretary sufficiently prior to the meeting such that it may be scheduled on the agenda.

The regular meeting of the Board shall be held monthly on the second Tuesday of each month, at 7:00 P.M., at the recreation building, unless the Board, by resolution, changes the date, time or place. Should the regular Board meeting fall upon a legal holiday, then the meeting shall be held at such time as the Board determines acceptable to the majority of the Board members that is not a legal holiday. The Association members shall be notified either by mail or posting on the bulletin board at the recreation building at least three (3) days prior to new meeting dates and times.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any four (4) directors, after not less than three (3) days notice to each director. Special meetings shall be open to the membership. At special meetings, only that business for which the meeting was called shall be conducted. The results of a special meeting shall be entered in the minutes of the next regular Board meeting. Notice of special meetings shall be posted not less than three (3) days prior to the meeting

on the bulletin board at the recreation building. The President of the Association, or a majority of the Board of Directors, may call an executive meeting, after not less than three (3) days' notice to each director. No official Association business may be conducted at an executive meeting. Discussion of Association affairs may be held, but no action may be taken. All action in regard to Association affairs must be conducted at a regular or special open meeting as set forth in the Declaration and these Bylaws.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.
- (b) In the event of an emergency, to enter the home of any member.

(c) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations.

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, or be absent from four (4) regular meetings of the Board of Directors in any one (1) year period.

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder, or the breach of any Bylaw contained herein, or of any provision of the Declaration shall give the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights, set forth in these Bylaws:

To enter, after securing proper legal authority, the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; or

(b) To enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

In addition, any aggrieved unit owner may bring an action to recover damages or to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 3. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts, finances and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

(b) Cause state and federal taxes to be paid yearly when due.

(c) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(d) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessments against each unit, which is to be paid monthly. Present this to the unit owners at the annual meeting.

(2) Send written notice, prior to January 1st of each year, to every owner subject thereto: A statement as to monthly assessments for the coming year.

(3) Place a lien against any property for which assessments are not paid within thirty (30) days after due date and take any other legal action the Board of Directors deems necessary.

(e) Assess a penalty for late payment, in an amount to be determined by the Board of Directors, if the monthly assessments are not paid by the twentieth (20th) day of the month for which they are due. This is in addition to any action required by these Bylaws and the Declaration.

(f) Issue, or to cause an appropriate officer to issue, upon demand by owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(g) The Board of Directors shall obtain insurance required in Article X of these Bylaws. In addition, the Board of Directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interest of

the Association or unit owner. The Board of Directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the common area and units.

(h) Cause all Board members to be bonded, and further cause all officers and employees having fiscal responsibilities to be bonded.

(i) Cause the common area to be maintained.

(j) Cause the exteriors of the dwellings to be maintained, including exterior changes approved by the Board of Directors, combined with the Architectural Control Committee, as set forth in the Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The Secretary and Treasurer shall be elected for their two (2) year term by the Association at the annual meeting. The election of the President and Vice President shall take place at the Board of Directors meeting following each annual meeting of the members, for a term of one (1) year, by the seven (7) members of the new Board of Directors.

Section 3. Term of Office. The President and the Vice President each shall hold office for one (1) year unless he/she shall resign or shall be removed, or otherwise disqualified to serve. The Secretary and Treasurer each shall hold office for two (2) years unless he/she shall resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) office on the Board, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall be the Chief Executive Officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board of Directors, and shall see that orders and resolutions of the Board are carried out. The President shall be "ex officio", a member of all standing Committees, including the Executive Committee, if any; shall have the general powers and duties of Management usually vested in the Office of President of a non-profit corporation, shall have such other powers and duties as may be prescribed by the Board of Directors, or these Bylaws, and shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes, sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.



(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall, in conjunction with the President, form the agenda for all meetings of the Board and the Association; shall either post or give written notice to the Board and the members of all meetings as required by these Bylaws, the Declaration and Oregon State Law; shall annually provide all members a written synopsis of all meetings of the Board of Directors and all meetings of the membership.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, unless the Board has employed a manager or managing firm to perform, as part of their duties, these functions; shall sign all promissory notes of the Association; keep proper books of account; cause an annual audit review of the Association books to be made by a public accountant at the completion of each fiscal year; in the event that the Board has employed a manager or managing firm, their account books shall be considered as the official books of the Association and these shall be reviewed and the Treasurer's books will not require auditing as long as they are in agreement with the manager's books. If the Treasurer's books and the manager's books do not agree, and the Treasurer and the manager cannot locate and correct the differences, then the Treasurer's books and the

manager's books will each require auditing and the accountant shall present the results to the Board for their action.

The Treasurer and the manager, if one is employed, shall prepare an annual budget in accordance with these Bylaws and the Declaration, and a statement of income and expenditures. The budget and financial statements shall be presented to the membership at the regular annual meeting, and a copy delivered to each member.

The Treasurer shall see that state and federal taxes are filed when due.

Section 9. Financial Signatures. Checks used to pay the Association's monthly expenditures shall be signed by at least two (2) board members, normally the President and the Treasurer. If a manager or management firm is employed, then the manager or the management firm's agent and one (1) board member, normally the Treasurer, shall sign.

Board members authorized to sign checks and for financial transactions, other than the President or the Treasurer, shall be determined by the Board of Directors.

Withdrawals or transfer of funds from reserves, savings accounts or other Association special funds must have at least two (2) board members' signatures, normally the President and the Treasurer.

If the President or Treasurer is not available to sign for financial transactions, then another board member who has been authorized by the Board may sign.

ARTICLE IXASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

Annual assessments are divided into equal monthly payments which are due the first (1st) of each month and, if not paid by the twentieth (20th), is subject to late charge for the monthly payment, in an amount to be determined by the Board of Directors, in addition to penalties authorized by the Declaration and the Articles of Incorporation. The Association may bring any action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action or appeal therefrom shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit.

ARTICLE XINSURANCE

Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements.

No owner shall permit anything to be done or kept in his unit or in the common elements which will result in cancellation or increase cost of any unit or any part of the common elements.

Section 1. Fidelity Insurance. The Board shall secure Fidelity Insurance for all Board members, and the managing agent if one is employed.

Section 2. Insurance. For the benefit of the Association and the unit owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

(a) A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units, buildings and property owned by the Association. Such policy or policies shall name the Association and the unit owners as insureds, and their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. In no event shall the policy or policies have a deductible clause in excess of Five Hundred and No/100 Dollars (\$500.00) per unit.

(b) A policy or policies insuring the Association, the Board of Directors, the owners and the managing agent, against liability to the public or to the owners of units, and their invitees or tenants, incident to the ownership or use of the property. There may be excluded

from such policy or policies coverage of an owner (other than as member of the Association or Board of Directors) for liability arising out of acts or omission of such owner and liability incident to the ownership and/or use of the part of the property as to which such owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(c) Workman's Compensation insurance to the extent necessary to comply with any applicable laws.

Each unit owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under subparagraph (A) above and against his liability not covered under subparagraph (b) above, unless the Association agrees otherwise.

Section 3. Policies. Insurance obtained by the Association shall be governed by the following provisions:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon and holding a commissioner's rating of "A", and a size rating of "AAA", or better by the Best's Insurance Reports current at the time the insurance is written.

(b) All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the owners, or, upon demand of any mortgagee, to an insurance trustee acceptable to the Association and mortgagees of units.

(c) Each owner shall be required to notify the Board of Directors of all improvements made by the owner to his unit, the value of which is in excess of Five Hundred and No/100 Dollars (\$500.00). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors and the Architectural Control Committee.

Section 4. Provisions. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, the owners and their respective servants, agents and guests.

(b) A provision that any "no other insurance" clause in the master policy excludes individual owners' policies from consideration, and a waiver of the usual proration clause with respect to such policies.

ARTICLE XIMANAGEMENT

Section 1. Duties. The manager or management firm shall perform such duties as the Board of Directors contract with him/her to perform.

Section 2. Association Funds. A manager or management firm shall keep all monies collected for the Bullrun Townhouse Association, aka Eastmount View Townhouse Association, in a separate banking account and identified as such. These funds shall not be co-mingled with funds of any other accounts.

ARTICLE XIIAMENDMENTS

Section 1. These Bylaws may be amended by the vote of fifty percent (50%) of all eligible votes, in person or by proxy, at a regular or special meeting of the Association.

Section 2. In case of any conflict between the Articles of Incorporation, the Declaration, Oregon State Law and these Bylaws, control shall be in the order that they apply, the Declaration, Articles of Incorporation, Oregon State Law and then the Bylaws.

ARTICLE XIIIMISCELLANEOUS

Section 1. Homeowner's Responsibility. An owner shall use reasonable care and judgment in use and maintenance of his/her unit, recognizing the rights and interests of other

owners and their tenants and the mutual interests of making the Bullrun Townhouse Development an attractive and livable community.

Neither an owner nor a tenant shall make modifications to a unit, as more specifically described in the Declaration, without the approval of the Architectural Control Committee and the Board of Directors.

An owner who makes internal modifications to his/her unit which causes structural damage to the building or structure that his/her unit is a part of shall be liable for all costs to restore the structure.

Section 2. Rental Owner's Responsibilities. No owner may relieve himself or herself from any responsibility as an owner by renting his or her unit. Any such owner shall also be specifically obligated to cause the tenant in their unit to comply with all documents and rules or regulations pertaining to the Association and the units.

Section 3. Parking and Speed Limit Within the Complex. Residents should park their vehicles in their garage or carport. Each unit has space for parking two (2) vehicles. Residents should limit their households to two (2) vehicles which shall be housed in garages or carports. The Board of Directors will have vehicles not so housed towed away at the owner's expense.

Any resident unable to comply with the above should appeal to the Board of Directors for alternate parking. The Board shall have authority, in its sole discretion, to issue a revocable special parking permit.



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Guest parking areas shall not be used by residents for parking, unless authorized in writing by the Board of Directors. Guest parking is intended for use by guests of persons living within the Bullrun Townhouse complex for short-term parking.

No garage or carport shall be used as a storage warehouse or incorporated as part of the living quarters of a unit.

The Board of Directors may make and publish such other rules as they deem necessary to control parking and speed limits within the complex.

Section 4. Pets. As more specifically provided in the Declaration, no animals, livestock or poultry of any kind, other than house pets, shall be kept or maintained within the complex. There shall be a maximum of two (2) house pets per unit.

House pets shall be kept on a leash at all times when outside the pet owner's unit.

Pet owners shall remove their pet's excrement from the common area

Owners of dogs shall not allow their dogs to disrupt his/her neighbors by excessive barking.

The Board may employ a trapper to trap stray animals which will be turned over to the County Animal Control Unit. All animals outside units, not on a leash nor accompanied by owner shall be considered strays.

The Board may also take legal action against pet owners who do not keep their pets under their control.

Section 5. Swimming Pool. The Board of Directors shall make such rules and regulations as is necessary to conform with state, county and city regulations for a facility of this type.

The Board of Directors may make additional rules and regulations that it deems necessary for the safe enjoyment of the residents of this complex. In addition, a fee for use of this facility may be charged to partially defray costs of maintenance, additions and patrolling of this facility.

Section 6. RV Parking. Parking of resident-owned recreational vehicles shall be in the fenced RV parking area or outside of the Bullrun Townhouse complex. RV parking in the fenced area shall be on a space available basis. There are twenty-four (24) spaces in the fenced RV parking area and one hundred fifty-three (153) units which are entitled to use them. Therefore, resident RV owners shall be allowed only one (1) RV parking space.

Resident RV owners shall be allowed to utilize visitor parking adjacent to their unit for loading and unloading of their RV when preparing to use their unit or returning it. This special parking shall be limited to twenty-four (24) hours for each. Such temporary parking for loading and unloading shall not impede the normal traffic flow on the driveways.

Visitor RV owners shall be allowed up to three (3) days and nights, in a six (6) month period, to utilize visitor parking adjacent to the fenced RV parking area when possible. Otherwise, visitors may utilize Visitor Parking, provided the unit does not extend into the driveway beyond a line from the end of the

garages adjacent to Visitor Parking. In locations where there are not garages adjacent to the Visitor Parking, RV units are not to extend into the driveways. In no event shall Visitor RV's extend into the driveways or hamper normal traffic flow on the driveways.

Either resident RV owners or visiting RV owners may, if the need arises, request permission from the Architectural Control Committee or the Board of Directors for special parking arrangements. If the Architectural Control Committee or the Board of Directors grants such special parking, it should be in writing.

Section 7. Penalties. Penalties for infractions of the Declaration, Articles of Incorporation, Bylaws and published Rules and Regulations are as follows:

The Board of Directors may, after a hearing at which a resident in violation has an opportunity to explain reasons for the violation, impose a penalty of up to Fifty and No/100 Dollars (\$50.00) for each violation of a rule (each incident being counted as a separate violation) if they deem it appropriate, in addition to any other action called for in the Declaration, Articles of Incorporation or these Bylaws.

Section 8. Changes or Elimination of Rules, Regulations, and Decisions. The members of the Association shall be able to change or eliminate rules, regulations and decisions made by the Board of Directors by calling a special meeting at which quorum

votes in favor of the change or elimination, provided the special meeting and quorum are in accordance with these Bylaws and the Declaration.

Section 9. Reserve Restrictions. Reserves shall be used only for that item for which they are established, except by special meeting of the Association at which a quorum and vote, as set forth in Article VII, Section 7 of the Declaration, is present and the majority of this quorum is in favor of utilizing reserve for other expenditures. In this event, at this same meeting, an assessment must be approved which will repay all monies so used to the designated reserve accounts within two (2) years of any such action.

Section 10. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

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CERTIFICATION

We, the undersigned, do hereby certify:

That we are the duly elected Chairman and Secretary of the Bullrun Townhouse Association, an Oregon Corporation, and,

That the foregoing amended and restated bylaws constitute the actual restated Bylaws of said Association as duly adopted by vote of a majority of homeowners at a meeting of the Homeowner's Association held on the 30th day of October 1984..

Helen Cady  
Chairman

Fredrick R Andre  
Secretary

STATE OF OREGON        )  
                                  ) ss  
COUNTY OF MULTNOMAH )

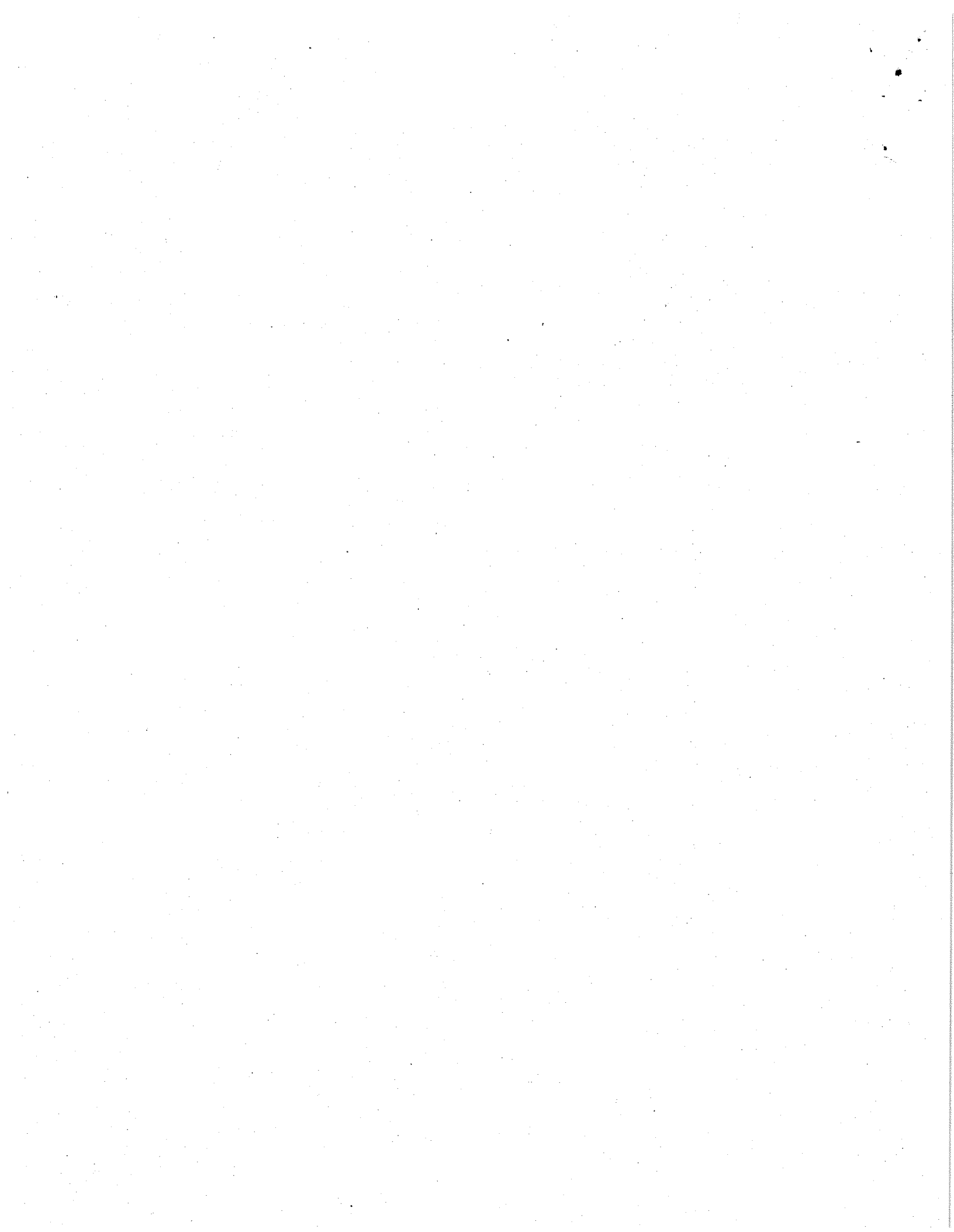
On this day personally appeared before me Helen Cady, to me known to be the President of BULLRUN TOWNHOUSE ASSOCIATION, and Fredrick R Andre', to me known to be the Secretary of BULLRUN TOWNHOUSE ASSOCIATION, an Oregon Corporation, and that the foregoing instrument was signed by them in behalf of said corporation by authority of its full membership thru its board of directors; and each of them acknowledge said instrument to be a free and voluntary act of said corporation.

WITNESS my hand and official seal hereto affixed this 13th day of March 1985.



Warren H. Larimer

NOTARY PUBLIC in and for the State of Oregon  
My commission expires 28 July 1987



AFTER RECORDING RETURN TO:  
Stuart K. Cohen, Esq.  
Landye Bennett Blumstein LLP  
3500 Wells Fargo Center  
1300 SW Fifth Avenue  
Portland, OR 97201

**FIRST  
AMENDMENT TO THE AMENDED AND  
RESTATED BYLAWS  
OF BULLRUN TOWNHOUSE ASSOCIATION**

**RECITALS**

The Amended and Restated Bylaws of Bullrun Townhouse Association were recorded in the deed records of Multnomah County, Oregon on March 25, 1985 in Book 1812, Page 263 of the Multnomah County, Oregon deed records ("Bylaws"). Article XII of the Bylaws provides the Bylaws may be amended by a vote of fifty-percent (50%) of all eligible votes, in person or by proxy, at a regular or special meeting of the Association. The members of the Association have voted to amend the Bylaws relating to the reserve requirements of the Association.

**AMENDMENT**

Bylaws, Article XIII MISCELLANEOUS, Section 9, Reserve Restrictions, is amended in its entirety as follows:

"The Association shall maintain a reserve account for the repair, replacement, painting, preventative and major maintenance or renovation of or in respect to each component ("Reserve Item") of the Common Area or other property required to be maintained at the Association's expense (collectively referred to herein as "Commonly Maintained Property") which Reserve Item is expected to have a useful life of more than three (3) and less than thirty (30) years. The reserve funds shall be kept in separate accounts from other funds of the Association. Funds in a reserve account may not be used for ordinary maintenance and operation purposes. Withdrawal of funds from the Association's reserve account shall require the signatures of either two (2) Directors or one (1) Director and an officer of the Association who is not a Director.

Not less often than annually, the Board of Directors shall inventory the Commonly Maintained Property Reserve Items and shall estimate the remaining life of each such Reserve Item and the current estimated expense or replacement cost of each. There shall be seven (7) categories of Reserve Items as specified in the attached exhibit (the "Reserve Categories"). The Board may establish additional Reserve Items within Reserve Categories by Board resolution. The reserve account assessment shall be equal to the sum of the current estimated expense or replacement cost of each Reserve Item which had an estimated initial life greater than three (3)

but less than thirty (30) years, divided by the estimated number of years of remaining life for such Reserve Item. For the purposes of making this calculation, the useful life of painting or preventative maintenance Reserve Items shall be the number of years between the time performance of such Reserve Item was last done and the date it is estimated or planned to be redone. The reserve account assessment may also include a contingency fund.

Reserve funds within a specific Reserve Category shall be expended for only those Reserve Items within that Reserve Category (i.e., capital structural funds may be expended only on roofs, fencing, siding or other exterior building components). Provided, however, the capital contingency reserve funds may be expended on any capital Reserve Item and the non-capital contingency fund may be expended on any non-capital Reserve Item. Provided, further, reserve funds from one Reserve Category may be borrowed for use in a different Reserve Category so long as: (1) such action is approved by a majority of owners present in person or by proxy at a special meeting called for that purpose at which a quorum is present; and (2) at the same special meeting, a special assessment is approved by a majority of owners present in person or by proxy in an amount sufficient to repay the borrowed funds within two (2) years. Any amounts borrowed from another Reserve Category must be repaid by special assessment against all owners within two (2) years from the date such funds are borrowed.

Nothing in this section prohibits the prudent investment of reserve account funds, subject to any constraints imposed by the Board of Directors of the Association, the Bylaws or the Rules and Regulations. Income earned on the reserve account deposits (after payment of any income taxes) shall be equally allocated to the capital contingency fund and the non-capital contingency fund.

Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the reserve account balance as a separate item in the sales contract providing for the conveyance of their Lot."

The undersigned President and Secretary of the Association certify the foregoing Amendment to the Bylaws of Bullrun Townhouse Association as adopted by the required percentage of owners.

DATED this 10 day of NOV, 2003.

BULLRUN TOWNHOUSE ASSOCIATION

Rodger V. Clawson  
President

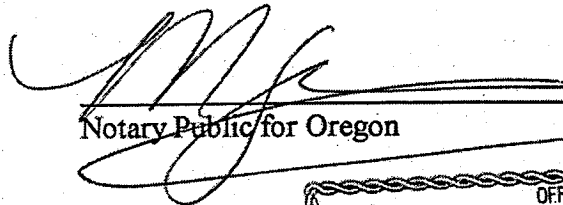
Leanne Withering  
Secretary

(ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE)



STATE OF OREGON )  
 ) ss.  
County of Multnomah )

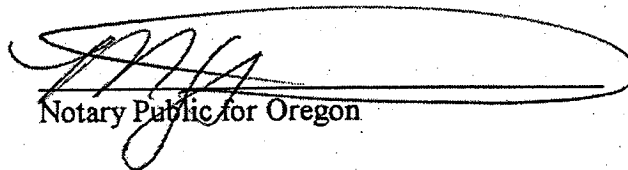
PERSONALLY APPEARED before me on Nov 10, 2003, 2003, the above-named Robert Clawson who being duly sworn, did say that he/she is the President of the Bullrun Townhouse Association and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act or deed.

  
Notary Public for Oregon

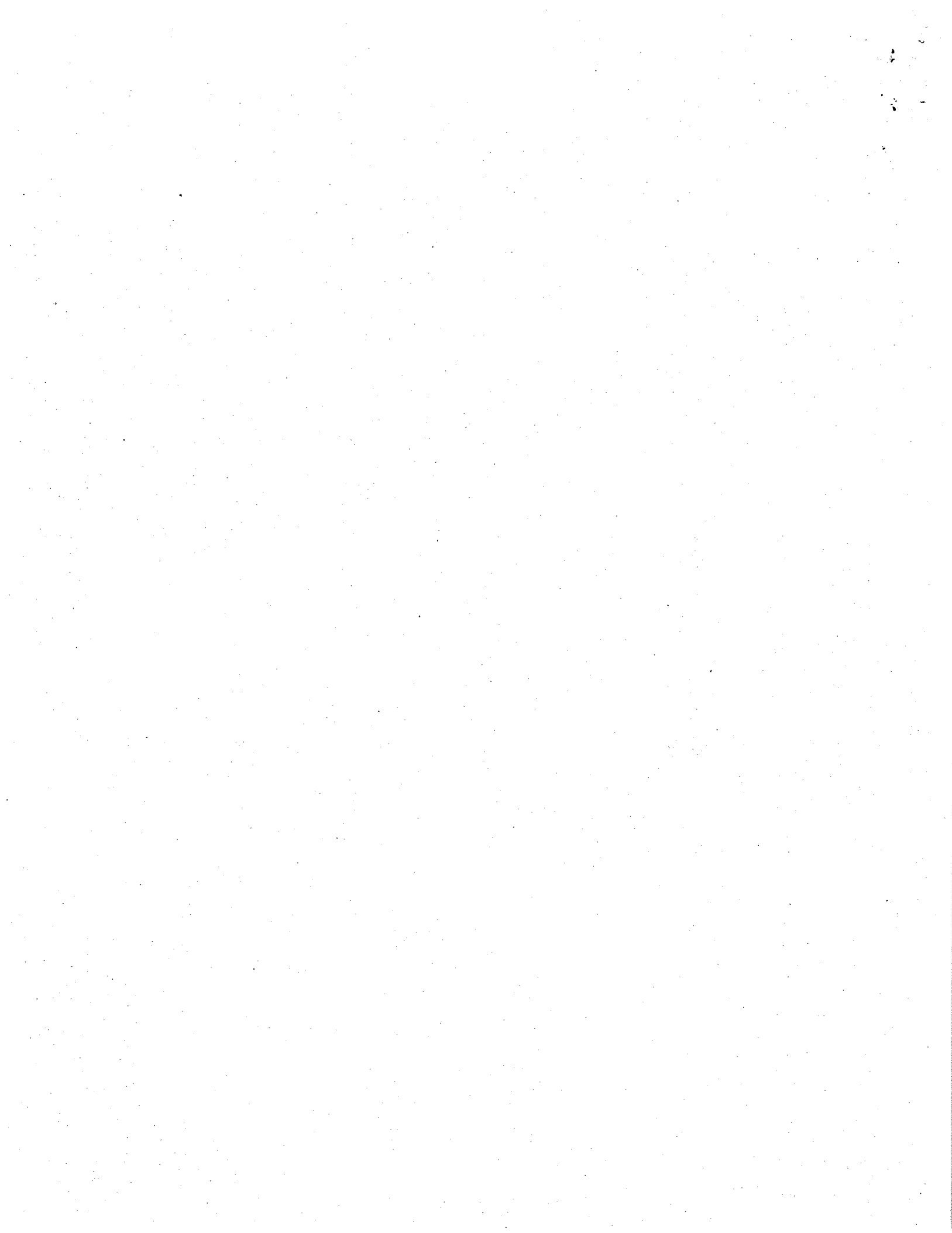
STATE OF OREGON )  
 ) ss.  
County of Multnomah )



PERSONALLY APPEARED before me on Nov 10, 2003, 2003, the above-named Jeanne Whiting who being duly sworn, did say that he/she is the Secretary of the Bullrun Townhouse Association and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act or deed.

  
Notary Public for Oregon





After recording return to:

Stuart K. Cohen  
Landye Bennett Blumstein LLP  
1300 SW Fifth Avenue, Suite 3500  
Portland, OR 97201

**SECOND AMENDMENT  
TO  
AMENDED AND RESTATED BYLAWS  
OF  
BULLRUN TOWNHOUSE ASSOCIATION**

THIS SECOND AMENDMENT (this "Amendment") TO THE AMENDED AND RESTATED BYLAWS OF BULLRUN TOWNHOUSE ASSOCIATION (the "Bylaws") is adopted this 20 day of OCTOBER, 2003, by the BullRun Townhouse Association, an Oregon nonprofit corporation (the "Association").

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses (the "Declaration") was recorded on September 26, 1973 in Book 951, pages 83 to 99 of the deed records of Multnomah County, Oregon.

WHEREAS, the original Amended and Restated Bylaws of the Association were recorded on March 25, 1985, in Book 1812, Pages 263 to 292 in the deed records of Multnomah County, Oregon.

WHEREAS, the Declaration and Bylaws of the Association contain certain definitions pertaining to structures. The Declaration defines "Apartment Unit" in Article I, Section 8, as "a single family living unit within a multi-family apartment building"; the Bylaws define a "Building" at Article II, Section 2, to include the entirety of any structure within the Association, notwithstanding that the building may be located on two or more lots owned by individual members of the Association or partially or entirely lying within the common area; and, the Bylaws define "Unit" at Article II, Section 10, as a single family living unit within a multi-unit building. For purposes of this Amendment, the term "apartment unit", "building" and "unit" shall be referred to as "unit".

WHEREAS, the Owners of units within the Association desire to amend the Bylaws as it pertains to insurance.

THEREFORE, ARTICLE X of the Bylaws pertaining to Insurance is replaced with the following:

**ARTICLE X**  
**INSURANCE**

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, including insurance for such other risks of a similar or dissimilar nature as are or hereafter customarily provided with respect to other planned communities with buildings similar in construction and design, which insurance shall be governed by the provisions in this numbered section.

**10.1 Types of Insurance Policies.** For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

10.1.1 A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all units and common property, and such other fire and casualty insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit. For the purposes of any policy or policies of fire insurance, the term "building" shall include fixtures (including cabinets, built-in appliances and plumbing fixtures), installations or additions to the unit.

10.1.2 A policy or policies insuring the Association, its Board of Directors, the unit owners individually, and the manager against any liability to the public or the owners of units and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence for bodily injuries and property damage. Such limit and coverage shall be reviewed at least annually by the Board of Directors which, in its discretion, may increase either. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of a named insured under the policy or policies shall not be prejudiced with respect to his action against another named insured.

10.1.3 Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

10.1.4 A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, however, that the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored on the common property or in the owner's unit; nor shall the Association maintain any insurance coverage for such loss.

**10.2 Insurance Companies Authorized.** All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

**10.3 Authority to Adjust Losses.** All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by an owner and such first mortgagee has requested the opportunity to exercise the rights provided by this Article 10, such mortgagee shall be entitled to settle losses as to the mortgaged unit, provided that the loss which occurs is severable. Releases and proofs of loss shall be executed by at least two directors.

**10.4 Value of Owner Improvements.** Each owner must inform the Board of Directors of the value of improvements made to his unit in excess of One Thousand Dollars (\$1,000) so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Architectural Control Committee pursuant to Article IX of the Declaration.

**10.5 Provisions in Insurance Policies.** The Board of Directors shall make every effort to secure insurance policies that provide for the following:

10.5.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the owners and their respective servants, agents and guests.

10.5.2 A provision that the master policy on the development cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

10.5.3 A provision that the master policy on the project cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.

10.5.4 A provision that any "no other insurance" clause in the master policy exclude individual owners' policies and not otherwise prevent such individual policies from providing coverage for damage to units or common property.

**10.6 Reconstruction Costs.** If the Association is required or elects to reconstruct any common element or unit that has been damaged or destroyed, an affected unit owner (i.e., the owner whose unit has been damaged or destroyed) shall contribute to the Association all amounts received by such owner from property loss insurance policies to help pay for the repairs.

To the extent that such insurance proceeds are unavailable or unpaid when needed, the Association shall assess such owner the amount of the Association's "deductible" under its policy to pay the cost of repairing or reconstructing such owner's unit. Such assessment shall be both a personal obligation of such owner and a lien against such owner's unit in the same manner as any other Association assessment.

**10.7 Insurance Deductible/Owner and Tenant Insurance.** 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 10. 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.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for: (a) damage to a unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or (b) for any damage or loss to the owner's or tenant's personal property. Owners shall be responsible for purchasing insurance policies insuring their units for any losses below the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Proof of such insurance coverage shall be provided to the Association's Secretary by the unit owner. Tenants shall be responsible for insuring their own personal property for any loss or damage. The Board of Directors shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Board of Directors shall give at least thirty (30) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all units shall procure and maintain comprehensive liability policies having combined limits of not less than Fifty Thousand Dollars (\$50,000) for each occurrence. Such insurance shall provide coverage for, without limitation, the negligent acts of the owner(s) and tenant(s) and their guests or other occupants of the unit(s) for damage to the common property and other units and the personal property of others located therein.

**10.8 Review of Insurance Policies.** At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

**10.9 Duplicate Insurance Coverage.** In the event of duplicate insurance coverage, the insurance policy obtained by the unit owners shall be deemed to be the primary coverage.

All other terms and conditions of the First Amended and Restated Bylaws of Bullrun Townhouse Association shall remain in full force and effect.

The Secretary and the President of the Association by their signatures below certify that this Amendment to the Bylaws was adopted by an affirmative vote of at least fifty percent (50%) of the owners.

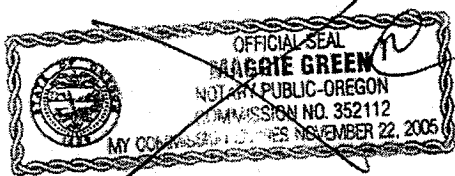
BULLRUN TOWNHOUSE ASSOCIATION

By: *Leanne Whiting*  
Secretary

By: *Rodger V Clawson*  
President

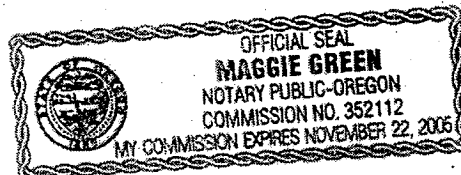
STATE OF OREGON )  
County of Multnomah ) ss.

PERSONALLY APPEARED before me on Nov 10, 2003, 2003, the above-named *Leanne Whiting* who being duly sworn, did say that he/she is the Secretary of the Bullrun Townhouse Association and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act or deed.



*[Signature]*  
Notary Public for Oregon

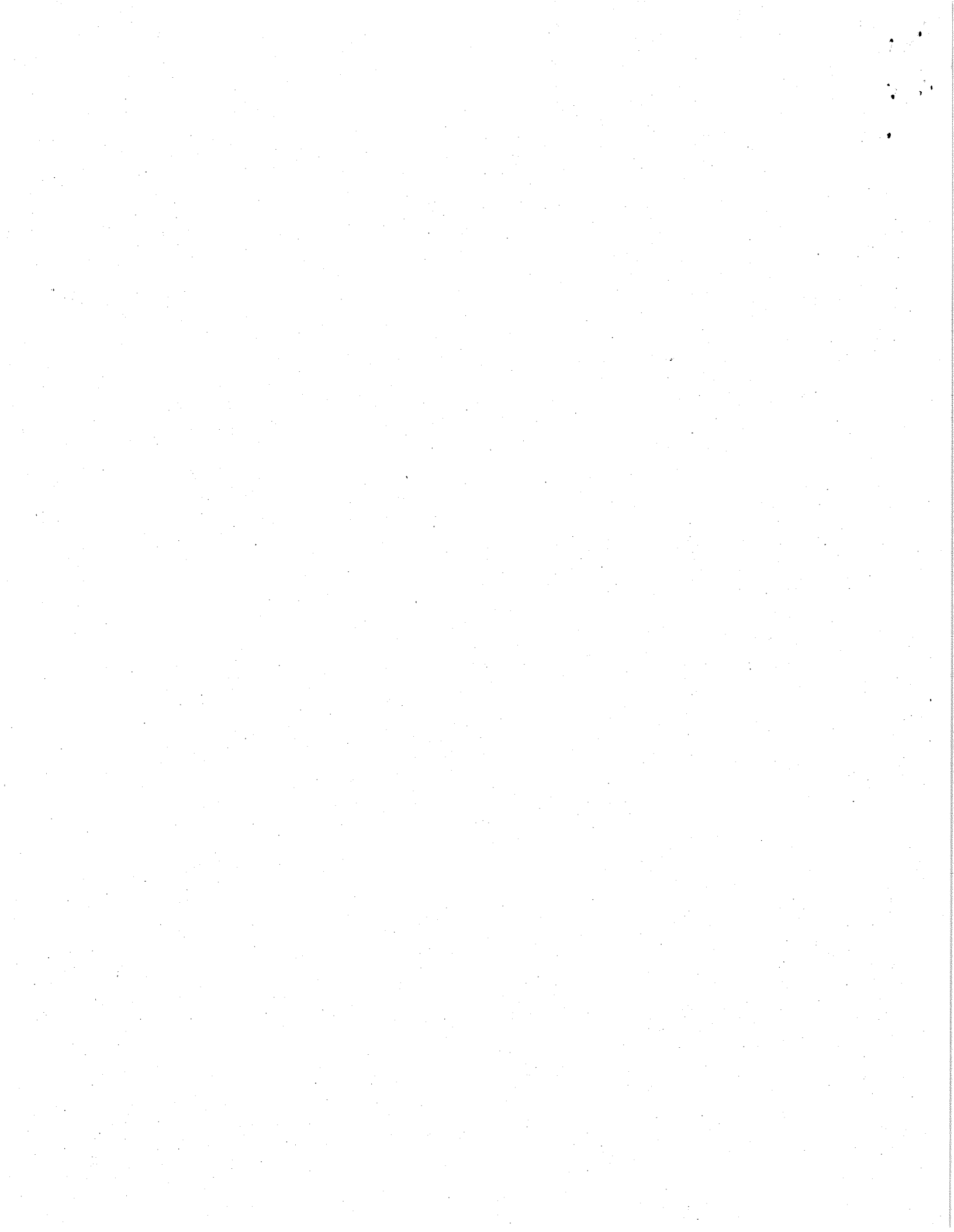
STATE OF OREGON )  
County of Multnomah ) ss.



PERSONALLY APPEARED before me on Nov 10, 2003, 2003, the above-named *Rodger Clawson* who being duly sworn, did say that he/she is the President of the Bullrun Townhouse Association and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act or deed.



*[Signature]*  
Notary Public for Oregon





After recording return to:  
Patrick T. Foran  
Wyse Kadish LLP  
900 SW Fifth Avenue, Suite 2000  
Portland, Oregon 97204

Multnomah County Official Records E Murray, Deputy Clerk	<b>2022-030655</b> 03/23/2022 09:41:40 AM
COND-AMEN Pgs=3 Stn=53 ATAA \$15.00 \$11.00 \$10.00 \$60.00	<b>\$96.00</b>

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**FOURTH AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF  
BULLRUN TOWNHOUSE ASSOCIATION**

**RECITALS**

A. Bullrun Townhouse Association (“Association”) is governed, in part, by the following documents (“Governing Documents”) recorded in Multnomah County, Oregon:

- Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses recorded on August 2, 1973, in Book 941, Page 534, and re-recorded on September 26, 1973, in Book 951, Page 83; and amended by instruments recorded on December 2, 1976, in Book 1143, Page 431, June 15, 1977, in Book 1186, Page 738, June 14, 1978, in Book 1271, Page 1428, January 4, 1984, in Book 1717, Page 856, and January 4, 1984, in Book 1717, Page 857 (collectively, “Declaration”).
- Amended and Restated Bylaws of Bullrun Townhouse Association, recorded on March 25, 1985; Amendment to the Bylaws of Bullrun Townhouse Association, recorded on November 9, 1999, as Document No. 99205867; First Amendment to the Amended and Restated Bylaws of Bullrun Townhouse Association recorded on November 20, 2003, as Document No. 2003-274722; and Second Amendment to Amended and Restated Bylaws of Bullrun Townhouse Association, recorded on November 20, 2003, as Document No. 2003-274723 (collectively, “Bylaws”).
- Plat maps of Bullrun Townhouses

B. On May 21, 2021, Governor Kate Brown signed into law House Bill 2534, Chapter 67, (2021 Laws) (“HB 2534”).

C. HB 2534 amends the Oregon Planned Community Act, ORS 94.550 *et seq.* and requires homeowners' associations to review the governing documents binding on the planned community and to certify that they do not contain any restriction, rule or regulation against the use of the community or the lots by a person or group of persons because of race, color, religion, sex, sexual orientation, national origin, marital status, familial status, source of income, disability, or the number of individuals, including family members, persons of close affinity or unrelated persons, who are simultaneously occupying a dwelling unit within occupancy limits.

D. HB 2534 requires homeowners' associations either to (1) amend or restate its governing documents, as necessary, to remove all discriminatory restrictions that would violate ORS 93.270(2), or (2) execute and record a declaration certifying that the Board of Directors has reviewed the governing documents and determined that they do not contain any restriction, rule, or regulation prohibited by HB 2534.

E. The Association's Board of Directors has reviewed the Association's Governing Documents and has determined that the Bylaws contain gendered language that needs to be defined to include all genders, in part, to comply with HB 2534 and ORS 93.270(2).

F. Consistent with HB 2534, and as certified by the Association's president and secretary, the Board of Directors has voted to amend the Declaration as follows:

**AMENDMENT**

1. Article XIII, Section 11 is added to the Bylaws as follows:

"All references in these Bylaws to the singular include the plural, and all plural references include the singular. All gendered references contained in these Bylaws including, but not limited to, "he," "his," "her," or "hers" include and refer to all genders including, without limitation, the masculine, feminine, or nonbinary."

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2. Except as provided above, the Bylaws remains unmodified and in full force and effect.

The Chairman and Secretary certify that this Fourth Amendment to the Amended and Restated Bylaws of Bullrun Townhouse Association under HB 2534 was duly approved by the Board of Directors on February 21, 2022.

**Bullrun Townhouse Association**

By: J. Dillon 3-22-2022  
President

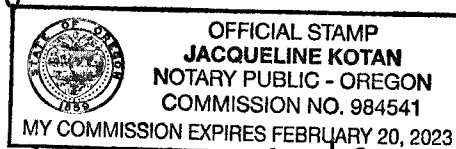
By: Laura S. Lee 03-22-2022  
Secretary

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

This instrument and certification were acknowledged before me by Dillon Kile, President of Bullrun Townhouse Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.

Jacqueline Kotan 3/22/2022  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Multnomah )



This instrument and certification were acknowledged before me by Laura Lee, Secretary of Bullrun Townhouse Association, an Oregon nonprofit corporation, who voluntarily signed this instrument on behalf of the Association by authority of its Board of Directors.

Jacqueline Kotan 3/22/2022  
Notary Public for Oregon

