

## BYLAWS

# Edgewood Villa Unit Owners Association

## ARTICLE I

### PLAN OF UNIT OWNERSHIP

1. **Name and Location.** These are the bylaws of the EDGEWOOD VILLA UNIT OWNER'S ASSOCIATION (hereinafter the "Association"). EDGEWOOD VILLA (herein after the "condominium") is located in the City of Eugene, Lane County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith (herein after called "the declaration"). The location of the condominium is more specifically described on page 3 of the declaration.
2. **Incorporation.** To the extent permitted by the Oregon Unit Ownership Law, the Association shall be an Oregon nonprofit corporation.
3. **Principal Office.** The principal office of the Association shall be located at 366 40th Avenue East, Eugene, Oregon 97405.
4. **Purposes.** This Association is formed under the provisions of the Oregon Unit Ownership Law to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium
5. **Applicability of Bylaws.** The Association, all unit owners, and all persons using the condominium property shall be subject to these bylaws and to all rules and regulations, which may be promulgated hereunder.
6. **Composition of Association.** The Association shall be composed of all the unit owners of the condominium, including Breeden Bros., Inc., and their successors and assigns (hereinafter, "the developer"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

## ARTICLE II

### MEETINGS OF ASSOCIATION

1. **Place of Meetings.** The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the board of directors from time to time.
2. **First Organizational Meeting.** Within two (2) years after the developer has submitted the condominium to unit ownership and adopted these

- bylaws as owner of all the units, or within ninety (90) days after developer has sold all of the units in the condominium, whichever is earlier, the developer shall call the first meeting of the unit owners to organize the Association and to elect directors. In the event of lack of a quorum at such first organizational meeting, it may be adjourned to the time of the next annual meeting.
3. **Annual Meetings.** The annual meetings of the Association shall be held in the months of January or February at such hour and on such date as the chairman may designate, or if the chairman should fail to designate such date by the first day of February, then on the last Tuesday in February. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.
  4. **Special Meetings.** Special Meetings of the Association may be called by the chairman, secretary, or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from at least fifty percent (50%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.
  5. **Notice of Meetings.** Notice of all meetings of the Association stating the time, place, and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his address as it appears on the books of the Association, not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.
  6. **Voting.** Each unit owner shall have one vote for each unit of the condominium owned by him. The developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, and the board of directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.
  7. **Proxies.** A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his voting rights to a mortgage. In such a case, the mortgage or its designated representative shall be entitled to receive all notices to which the unit owner is

entitled hereunder, and to exercise the unit owner's voting rights from and after the time that the mortgage shall give written notice of such pledge or assignments to the board of directors.

8. **Fiduciaries and Joint Owners.** An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.
9. **Quorum of Unit Owners.** At any meeting of the Association, fifty percent (50%) of the unit owners, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting, by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
10. **Majority Vote.** The vote of more than fifty percent (50%) of the unit owners, present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration or by these bylaws.
11. **Order of Business.** The order of business at annual meetings of the Association shall be:
  - a. Calling of the roll and certifying of proxies;
  - b. Proof of notice of meeting or waiver of notice;
  - c. Reading of minutes of preceding meeting;
  - d. Reports of officers;
  - e. Reports of committees, if any;
  - f. Election of directors;
  - g. Unfinished business;
  - h. New business;
  - i. Adjournment.

# ARTICLE III

## BOARD OF DIRECTORS

1. **Numbers and Qualifications.** The affairs of the Association shall be governed by a board of directors Composed of three (3) to five (5) persons, as provided in Sections 2 and 3 of this Article. All directors, other than interim dire

2. directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of any corporate owner and the partners' of any partnership shall be considered co-owners of any units owned by such corporation or partnership.
3. **Election and Term of Office.** At the first organizational meeting, the interim directors shall resign and five (5) successors shall be elected, two to serve until the next annual meeting and three to serve until the second annual meeting after their election. Thereafter, the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.
4. **Vacancies.** Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected to fill the un-expired term at the next annual meeting of the Association, or the next special meeting of the Association called for that purpose. Vacancies of interim directors shall be filled by developer.
5. **Removal of Directors.** At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.
6. **Powers and Duties.** The board of directors shall have all of the powers and duties necessary for the administration of the affairs of the Association except such powers and duties as by law, the declaration, or these bylaws may not be delegated to the board of directors by the unit owners. The powers and duties to be exercised by the board of directors shall include, but shall not be limited to the following;
  - a. Operation, care, upkeep, maintenance and repair of the general and limited common elements.
  - b. Determination of the common expenses required for operation, maintenance and other affairs of the Association and the making of such expenditures.
  - c. Assessment and collection of the common expenses from the unit owners and filing of lien or liens if owners are delinquent in payment such assessments.
  - d. Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the common elements.

- e. Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.
  - f. Opening of bank accounts on behalf of the Association, and designating the signatories required therefore.
  - g. Purchasing units of the condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these bylaws.
  - h. Selling, leasing, mortgaging, voting the, votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all the unit owners.
  - i. Obtaining insurance or bonds pursuant to the provisions of these bylaws.
  - j. Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$2,500, unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.
  - k. Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declaration filed there under, these bylaws and any rules and regulations adopted there under.
7. **Managing Agent or Manager.** On behalf of the Association, the board of directors may employ or contract for a managing agent or a manager at a compensation to be established by the board of directors. The board of directors may delegate to the managing agent or manager such duties and powers as the board of directors may authorize. In the absence of such appointment, the chairman of the board of directors shall act as manager.
8. **Organizational Meeting.** The first organizational meeting of the interim board of directors shall be held within ninety (90) days after recording of the declaration. Thereafter, within fourteen (14) days following the annual meeting of the Association, or following any meeting at which an election of directors has been held, the board of directors shall hold an organization meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.
9. **Regular and Special Meetings.** Regular meetings 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. Special meeting of the

- board of directors may be called by the chairman, and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting, and shall state the time place and purpose of such meeting.
10. **Waiver of Notice.** Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver by him of notice of the time and place thereof, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.
  
  11. **Quorum of Board of Directors.** At all meeting of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decisions of the board of directors. If at any meeting of the board of directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
  
  12. **Compensation.** No director shall receive any compensation from the Association for acting as such.

## ARTICLE IV

### OFFICERS

1. **Designation.** The principal officers of the Association shall be the chairman, the secretary and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice chairman, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The chairman shall be a member of

the board of directors, but the other officers need not be directors or unit owners.

2. **Election of officers.** The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board, and shall hold office at the pleasure of the board. If any office shall become vacant, the board of directors shall elect a successor to fill the unexpired term at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

The initial officers are:     John F Breeden   -             Chairman

   J.T. Breeden   -             Vice  
   Chairman

   Jorgen S. Sorensen   -  
   Secretary/Treasurer

3. **Removal of Officers.** Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.
4. **Chairman.** The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the unit owners from time to time, as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.
5. **Secretary.** The secretary shall keep the minutes of all proceedings of the board of directors, and the minutes of all meeting of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors, and other notices required by law. He shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties incidental to the office of secretary of an association and as may be required by the directors or the chairman. In addition, the secretary shall act as vice chairman, taking the place of the chairman and performing his duties whenever the chairman is absent or unable to act, unless the directors have appointed another vice chairman.
6. **Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements.



- He shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and he shall disburse funds of the Association upon properly authorized vouchers. He shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him by the board of directors.
7. **Execution of Instruments.** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the board of directors. In the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the chairman. All checks shall be signed by the treasurer, or in his absence or disability, the chairman or any duly elected assistant treasurer.
  8. **Compensation of Officers.** No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board of directors may fix any compensation to be paid to and any officers who are not also directors.

## ARTICLE V

### BUDGET, EXPENSES AND ASSESSMENTS

1. **Budget.** The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous over assessment, if any, and assess the common expenses to each unit owner in the same proportion as his percentage interest in the general common elements. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgages.
2. **Determination of Common Expenses.** Common expenses shall include:
  - a. Expenses of administration.
  - b. Expenses of maintenance, repair or replacement of common elements.
  - c. Cost of insurance or bonds obtained in accordance with these bylaws.
  - d. A general operating reserve.

- e. Reserve for replacements and deferred maintenance.
- f. Any deficit in common expenses for any prior period.
- g. Any other items properly chargeable as an expense of the Association.

3. **Assessment of Common Expenses.** All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association, pursuant to these bylaws and the declaration. Assessments may not be waived due to limited or nonuse of common elements. The developer shall be assessed as the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit. The board of directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment. At the time of the closing of the first sale of each unit, the purchaser shall prepay three (3) months' assessments for the unit. In establishing reserves for the maintenance, repair or replacement of the common elements, the board of directors may elect by resolution to establish one or more trust funds for the maintenance, repair or replacement of specific items. The board shall either designate part of the regular assessment, or establish separate assessments for such purposes. The proceeds therefore shall be held in such trust funds and used only for the designated maintenance, repairs or replacements.
4. **Capital Improvements.** In the case of any duly authorized capital improvements to the common elements, the board of directors may, by resolution, establish separate assessments for the same, which may be treated as capital contributions by the unit owners. The proceeds shall be used only for the specific capital improvements described in the resolution.
5. **Default in Payment of Common Expenses.** In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefore. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Unit Ownership Law. The board of directors shall notify the

- holder of any first mortgage upon a unit of any default not cured within sixty (60) days of the date of default.
6. **Foreclosure of Liens for unpaid Common Expenses.** In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.
  7. **Statement of Common Expenses.** The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.
  8. **First Mortgages. See Amended 8322204**
  9. **First Mortgages. See Amended addition 9376265**

## ARTICLE VI

### RECORDS AND AUDITS

1. **General Records.** The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meetings of the Association. The board of directors shall maintain a list of owners entitled to vote at meetings of the Association, and a list of all mortgages of units.
2. **Records of Receipts and Expenditures.** The board of directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners and mortgages at convenient hours of weekdays.
3. **Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

4. **Payment of Vouchers.** The treasurer shall pay all vouchers up to \$1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of \$1,000 shall require the signature of the chairman.
5. **Reports and Audits.** An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners, and to all mortgages of units who have requested the same within 90 days after the end of each fiscal year. From time to time, the board of directors, at the expense of the Association may obtain an audit of the books and records pertaining to the Association, and furnish copies thereof to the owners and such mortgages. At any time any owner or mortgage may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.
6. **Notice of Sale, Mortgage, Rental or Lease.** Immediately upon the sale, mortgage, rental or lease of any unit, the unit owner shall promptly inform the secretary of the name and address of said vendee, mortgage, lessee, or tenant.

## ARTICLE VII

### Insurance

1. **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 coverage's such as flooding, which the Association may deem desirable, for not less than ninety percent (90%) of the full insurable replacement value of the units and common elements. Such policy or policies shall name developer, the Association and the unit owners as insured, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgage or mortgages of each unit, if any. The policy or policies shall include all property of an insurable nature, both real and personal, now existing or hereafter acquired specifically including, but not limited to, stoves, refrigerators, laundering equipment, floor, wall and ceiling coverings. In no event shall the coverage be applicable to any other personal property of the unit owners, unless such personal property is permanently attached to the building structure. In no event shall the policy or policies have a deductible clause in excess of Five Hundred Dollars (\$500) per unit.

- b. A policy or policies insuring the developer, the Association, the board of directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incidental to the ownership or use of the property. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or board of directors) for liability arising out of acts or omission of such unit, and liability incidental to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) on a combined single limit basis (such limit and coverage to be reviewed at least annually by the Association and increased at its discretion. 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; and
- 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 paragraph (a) above and against his liability not covered under paragraph (b) above, unless the Association agrees otherwise.

- 2. **Policies.** Insurance obtained by the Association shall be governed by the following provision:
  - 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 or, prior to the initial meeting of the Association, one acceptable to developer.
  - 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 unit owners, or to an insurance trustee acceptable to the Association and mortgages of units.
  - c. Each unit 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 Dollars (\$500). Nothing in the paragraph shall permit an owner to make

improvements without first obtaining the approval of the board of directors pursuant to Section 8.2 of the Declaration.

- d. Any unit owner, who obtains individual insurance policies covering any portion of the tures, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance.
3. **Provisions.** The board of directors must 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 unit owners and their respective servants, agents, and guests.
  - b. A provision that the master policy on the condominium cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.
  - c. A provision that the master policy on the condominium cannot be cancelled, invalidated or suspended on account of the conduct of any officer, employee of the board of directors or the manager without prior demand in writing that the board of directors or manager cure the defect.
  - d. A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration, and a waiver of the usual propration clause with respect to such policies.
  - e. A provision that the insurer issue sub policies specifying the portion of the master policy earmarked for each owner's interest, and that until the insurer furnished written notice and a grace period to the mortgage insured under the loss payable clause thereof, the mortgage's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association, or other unit owners nor cancelled for nonpayment of premiums.
  - f. A rider on the master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insured as their interest may appear.
  - g. A waiver of the insurer's right to determine whether the damage should be repaired. If reasonably available, the policy

or policies should contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild.

Insurance premiums for insurance coverage obtained by the Association in accordance with this Article shall be a common expense to be paid by assessments levied by the Association. Such payments shall be held in an account of the Association, and used solely for the payment of the insurance premiums as such premiums become due.

## ARTICLE VIII

### AMENDMENTS TO BYLAWS

1. **How Proposed.** Amendments to the bylaws shall be proposed by either a majority of the board of directors or by thirty percent (30%) of the unit owners. The proposed amendment must be reduced to writing, and shall be included in the notice of any meeting at which action is to be taken thereon.
2. **Adoption.** A resolution adopting a propose amendment may be proposed by either the board of directors or by the unit owners, and may be approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by seventy-five percent (75%) - (see Amended 8322205) of the unit owners. Developer's prior written consent shall also be required so long as developer owns any unit in the condominium.
3. **Execution and Recording.** An amendment shall not be effective until certified by the chairman and secretary of the Association, and until recorded as required by law.

## ARTICLE IX

### MISCELLANEOUS

1. **Notices.** All notices to the Association or to the board of directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board of directors may hereafter designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the board of directors, or if no address has been designated, then to the owner's unit.
2. **Waiver.** No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or given by reason of any failure to enforce the same, irrespective of the number of violations or breaches therefore which may occur.
3. **Invalidity; Number; Caption.** The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these bylaws. As used herein, the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these bylaws.
4. **Definitions.**
  - a. **Adoption by reference.** The definitions contained in or adopted by the declaration shall be applicable to these bylaws.
  - b. **Percentage of unit owners.** Whenever a percentage of unit owners are specified herein, such percentage means the owners of that percentage of the total number of units then existing in the condominium.
  - c. **Mortgage and Mortgage.** As used herein, the terms "mortgage" and "mortgage shall include, respectively, a deed of trust and the beneficiary of a deed of trust.
5. **Action Without a Meeting.** Any action, which the Oregon Unit Ownership Law, the declaration or the bylaws require or permit the owners or directors to take at a meeting, may be taken without a meeting if consent in writing setting forth the action so taken is signed by all of the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filled in the records of minutes of the Association.
6. **Conflicts.** These bylaws are intended to comply with the Oregon Unit Ownership Law and the declaration. In case of any irreconcilable conflict, such statute and document shall control over these bylaws or any rules and regulations adopted hereunder. DATED, at Eugene, Oregon, this 25th day of August 1978.

STATE OF OREGON

County of Lane



We, JOHN F. BREEDEN and JORGEN S. SORENSEN, hereby certify that we the duly elected, qualified and action chairman and secretary, respectively, of the EDGEWOOD VILLA UNIT OWNER'S ASSOCIATION and that the within and foregoing is a full, true and complete copy of the bylaws of said Association, duly adopted on the 25th day of August, 1978, by J.T. Breeden, John F. Breeden and Jorgen S. Sorensen, Directors.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 25th day of August 1978.

*Original document containing original signatures is on file Lane County Clerks*

CERTIFICATE OF COMPLETION

EDGEWOOD VILLA

I, Robert J. Hill, P.W. of R.J. Hill, Engineering Co., do hereby certify that the attached typical unit floor plan fully and accurately depicts the horizontal boundaries of the units and floors of the buildings in the existing multi-family structure know as EDGEWOOD VILLA, and that construction of the improvements depicted on said floor plan and the improvements depicted on the Plat were completed in March of 1968. I, Darryl Harms, LS. of Regional Consultants, Inc. do hereby certify that the Plat of Edgewood Villa fully and accurately depicts the vertical boundaries of the units and floors of the buildings.

