

RESTRICTIONS HEREIN IF ANY BASED ON  
RACE COLOR RELIGION SEX HANDICAP  
FAMILY STATUS OR NATIONAL ORIGIN  
ARE DELETED.

CONDOMINIUM DECLARATION APPROVED  
OREGON REAL ESTATE DIVISION

DECLARATION OF UNIT OWNERSHIP

FOR

COPPERFIELD CONDOMINIUM

an Oregon Condominium

*Jack Jones*  
DATE: 12-27-73  
*Page 1 of 9 pages*

BOOK 955 PAGE 992

This Declaration submits to the provisions, restrictions and limitations of Oregon Unit Ownership Law, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as COPPERFIELD CONDOMINIUM, a condominium, lying and being in the County of Multnomah, State of Oregon, and described more fully on Exhibit "A-1" attached hereto and incorporated herein.

See Exhibit "A-1" attached hereto and incorporated herein, which sets out the legal description of Stage I of said condominium.

Recitals, Intent and Purpose

WHEREAS, RANDALL CONSTRUCTION CO., INC., an Oregon corporation ("Declarant"), is owner in fee simple of the above-described property and desires to submit said property to the condominium form of ownership, as Stage I of Copperfield Condominium, to be converted, handled and used in the manner provided by the Oregon Unit Ownership Law; and

WHEREAS, the developer desires to develop Copperfield Condominium in three stages (hereinafter referred to as "Stage I," "Stage II," and "Stage III"). Stage I shall consist of 54 living units, Stage II of 54 living units, and Stage III of 30 living units. The legal description of Stages II and III are set out in Exhibits "A-2" and "A-3," respectively.

NOW, THEREFORE,

Declaration

Declarant hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property as follows:

(1) Definitions.

Each of the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.505, and said statute and definitions are incorporated herein.

(2) Land Description.

The land submitted to the Oregon Unit Ownership Law hereunder is owned and submitted by the Developer in fee simple interest. The land is located in the County of Multnomah, State of Oregon and is more particularly described on Exhibit "A-1" hereto.

(3) Name and Unit Description.3.1 Name.

The name by which the property submitted hereunder shall be known is COPPERFIELD CONDOMIN .1.

3.2 Unit Description.

Other than in common, the owners of the respective units shall not be deemed to own the undecorated and/or unfurnished surfaces of the perimeter walls, floors, and ceilings surrounding their respective units, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for, or serve more than one unit, except as tenants in common with other unit owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations.

In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the actual building or buildings.

3.3 Unit Designation and Stage Development.

The land submitted by this Declaration has, together with the parcels of land for Stages II and III, eight buildings thereon in which condominium units are or will be located. These buildings are designated on page 1 of Exhibit "A," as Buildings G, I, J, K, L, M and W.

Each unit will be furnished with an electric range, refrigerator, dishwasher and garbage disposal. The bath-rooms and kitchens will have vinyl flooring with the remainder of the unit fully carpeted. Draperies will be provided for all windows of each unit.

The 8 condominium buildings in Stage I, herewith submitted to the Oregon Unit Ownership Law, contain 54 condominium units. The units in each building prefixed with the letter designation of that building, followed by a numerical designation which commences with the number "1" and continues consecutively through the number which equals the amount of units in each respective building. Numbering shall commence with the most southerly unit and proceed southerly to northerly for those buildings in which the longer dimension is along a generally north-south line, and shall commence with the most easterly unit and proceed easterly to westerly for those buildings in which the longer dimension is along a generally east-west line. All units on the first floor of two-story buildings shall be numbered before the units on the second floor. The units on the second floor shall be numbered in the same manner as those on the first floor, commencing with the next consecutive number after the designation of all the first floor units. The letter and numerical designation of the units is set out on Exhibit "B." All of the condominium buildings are of wood frame construction on concrete foundation, with composition roofs.

There are 7 buildings containing 54 units in the proposed Stage II which will be designated Buildings H, N, O, P, Q, R, and S. There are 9 buildings containing 24 units in the proposed Stage III which will be designated Buildings A, B, C, D, E, F, T, U, V, all of which are one story.

There will be four types of units after all stages are completed, which are denominated Types "A," "B," "C," and "D." Stage I and Stage II have Type "C" and "D" units only. The number, type, approximate floor space and percentage interest in the common elements, for each stage of development, is as follows:

Percentage of Interest in Common  
Elements at Each Stage

<u>Unit No.</u>	<u>Type</u>	<u>Approx. Fl. Space</u>	<u>Stage I</u>	<u>Stage II</u>	<u>Stage III</u>
G-1 to G-4	C	803	1.9118	.9482	.7221
I-1 to I-8	C	803	1.9118	.9482	.7221
J-1 to J-8	C	803	1.9118	.9482	.7221
K-1 to K-8	D	723	1.7094	.8479	.6458
L-1 to L-8	D	723	1.7094	.8479	.6458
M-1 to M-8	C	803	1.9118	.9482	.7221
W-1 to W-10	C	803	1.9118	.9482	.7221
H-1 to H-4	C	803		.9482	.7221
N-1 to N-8	C	803		.9482	.7221

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Each unit will be furnished with an electric range, refrigerator, dishwasher and garbage disposal. The bath-rooms and kitchens will have vin. flooring with the remainder of the unit fully carpeted. Draperies will be provided for all windows of each unit.

The 8 condominium buildings in Stage I, herewith submitted to the Oregon Unit Ownership Law, contain 54 condominium units. The units in each building prefixed with the letter designation of that building, followed by a numerical designation which commences with the number "1" and continues consecutively through the number which equals the amount of units in each respective building. Numbering shall commence with the most southerly unit and proceed southerly to northerly for those buildings in which the longer dimension is along a generally north-south line, and shall commence with the most easterly unit and proceed easterly to westerly for those buildings in which the longer dimension is along a generally east-west line. All units on the first floor of two-story buildings shall be numbered before the units on the second floor. The units on the second floor shall be numbered in the same manner as those on the first floor, commencing with the next consecutive number after the designation of all the first floor units. The letter and numerical designation of the units is set out on Exhibit "B." All of the condominium buildings are of wood frame construction on concrete foundation, with composition roofs.

There are 7 buildings containing 54 units in the proposed Stage II which will be designated Buildings H, M, O, P, Q, R, and S. There are 9 buildings containing 30 units in the proposed Stage III which will be designated Buildings A, B, C, D, E, F, T, U, V, all of which are one story.

There will be four types of units after all stages are completed, which are denominated Types "A," "B," "C," and "D." Stage I and Stage II have Type "C" and "D" units only. The number, type, approximate floor space and percentage interest in the common elements, for each stage of development, is as follows:

Percentage of Interest in Common  
Elements at Each Stage

<u>Unit No.</u>	<u>Type</u>	<u>Approx. Fl. Space</u>	<u>Stage I</u>	<u>Stage II</u>	<u>Stage III</u>
G-1 to G-4	C	803	1.911	.9482	.7221
I-1 to I-8	C	803	1.9118	.9482	.7221
J-1 to J-8	C	803	1.9118	.9482	.7221
K-1 to K-8	D	723	1.7094	.8479	.6458
L-1 to L-8	D	723	1.7094	.8479	.6458
M-1 to M-8	C	803	1.9118	.9482	.7221
W-1 to W-10	C	803	1.9118	.9482	.7221
H-1 to H-4	C	803		.9482	.7221
N-1 to N-8	C	803		.9482	.7221

<u>Unit No.</u>	<u>Type</u>	<u>Approx. Fl. Space</u>	<u>Stage I</u>	<u>Stage II</u>	<u>Stage III</u>
O-1 to O-8	D	723			
P-1 to P-8	C	803		.8479	.6458
Q-1 to Q-8	C	803		.9482	.7221
R-1 to R-10	C	803		.9482	.7221
S-1 to S-8	C	803		.9432	.7221
A-1, A-4	A	960		.9482	.7221
A-2, A-3	B	815			.8483
B-1, B-4	A	960			.7336
B-2, B-3	B	815			.8483
C-1, C-4	A	960			.7336
C-2, C-3	B	815			.8483
D-1, D-4	A	960			.7336
D-2, D-3	B	815			.8483
E-1, E-4	A	960			.7336
E-2, E-3	B	815			.8483
F-1, F-4	A	960			.7336
F-2, F-3	B	815			.8483
T-1, T-2	A	960			.7336
U-1	A	960			.8483
U-2	B	815			.8483
V-1	A	960			.7336
V-2	B	815			.8483
					.7336

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The typical floor plan of each type unit and the typical cross section of each condominium building is set out in Exhibit "B."

The Declarant shall elect to proceed with Stage II by July 1, 1974 and Stage III by December 31, 1974. Unless the Declarant notifies the owners of units in the previous stage(s) of its election not to proceed by the above dates, the next stage shall be developed. Such notice shall be sent to the condominium addresses of unit owners in the previous stage(s) by letter, postmarked on or before the above dates. Any such election shall be made with respect to an entire stage. No reservation to change the number or type of units in either Stage II or III is being reserved. Supplemental deductions will, in due course, be executed and recorded by the Declarant to submit Stages II and III to the Oregon Unit Ownership Law, unless prior to the above dates the Declarant elects not to proceed with such stages.

#### (4) General Common Elements.

The general common elements of Stage I consist of a recreational building (including an indoor swimming pool), 60 garages, fences, grounds, walkways, landscaping and basically all portions of the condominium that are not included in the living units or the limited common elements. The porches and patios surrounding each unit will be restricted in use to the owner of said unit.

The office and guest facilities located in the west end of Building P will be a part of Stage II. There will be 54 garages in Stage II and 24 in Stage III. In addition to the above, the common elements of each stage will consist of everything in each respective stage which is not a part of a living unit.

The garages shall remain a part of the general common elements. However, when the condominium units are sold, a garage(s) will be assigned to each purchaser. The garage assignments will be made in the Unit Sales Agreement. A master garage assignment list shall be made by the developers as units are sold and garages assigned and shall be turned over to the Board of Directors at the Organizational Meeting of the Association of Unit Owners to be thereafter maintained by a person designated by the Board of Directors. The assignments will not be subject to subsequent change except with the agreement of the unit owners involved, approved by the Board of Directors. Provided, however, the Declarant shall have the right to continue to make garage assignments as it sells the remaining unsold units until all garages have been assigned, including those in any subsequent stage. When a unit is resold by an owner, the purchaser shall be assigned the garage(s) then assigned to the seller unless the Board of Directors, with the consent of the unit owners involved, decides otherwise. The directors shall set up an assessment and/or reserve system for the purpose of enabling the owners of units to whom garage assignments were made to maintain such structures without expense to unit owners who have no garage assignment.

Each unit shall be entitled to a percentage ownership in the general common elements as set forth above in Section 3.3 and shall be liable for the general common expenses in the same proportion.

The general common elements shall be used in accordance with and subject to the following provisions:

4.1 Rules and Regulations Promulgated by the Association.

No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

4.2 Maintenance and Repair.

Maintenance and repair of the common elements shall be the responsibility of the Association. Nothing herein

#### 4.3 Income from Common Elements.

All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be divided among the unit owners in the same proportions as their percentage interest in the common elements. The Board of Directors may, in its discretion, disburse such income directly to the unit owners or use the funds to help meet the expense of maintaining the common elements.

#### (5) Limited Common Elements.

There are no limited common elements.

#### (6) Use of Property.

Each unit is to be used as a single family dwelling. The common elements shall be used for the furnishings of services, facilities and for the enjoyment of the units. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of the governing bodies having jurisdiction thereof, shall be observed.

#### (7) Management of Affairs of the Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual (one of the unit owners), a firm or corporation to act as manager of the property.

#### (8) Service of Process.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.635, is Robert Randall at 4242 S. E. Milwaukie, Portland, Oregon 97202.

#### (9) Adoption of Bylaws.

The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by reference made a part hereof, marked Exhibit "C," to govern the administration of the property.

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9.1 Amendment.

The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Multnomah County, Oregon.

9.2 Compliance with Bylaws and Other Restrictions.

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations.

9.3 Legal Proceedings.

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved unit owner.

9.4 Costs and Attorneys' Fees.

In any proceeding arising because of alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the court for the trial or any appeal thereof.

9.5 Waiver of Rights.

The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

(10) Mortgagees.

10.1 The Association of Unit Owners shall give each mortgagee written notice thirty days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.



10.2 The Association of Unit Owners shall give each mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.

10.3 Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or.. foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

10.4 Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

10.5 Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of unit owners of the condominium shall not:

(a) fail to employ a professional manager for the condominium project;

(b) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(c) partition or subdivide any unit or the common elements of the project; or

(d) by act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project.

10.6 The first mortgagee or beneficiary under a trust deed may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to

paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

(11) Amendments to Declaration.

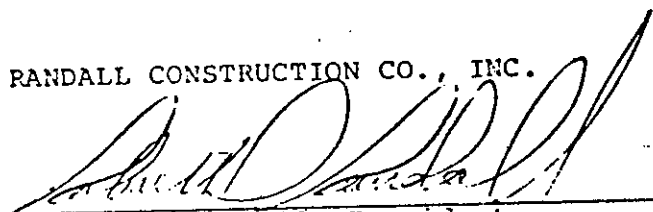
This Declaration submits Stage I as hereinbefore described to the provisions, restrictions and limitations of the Oregon Unit Ownership Law. As Stages II and III are developed, an amendment to the Declaration will be filed by the Declarant adding the units in the respective stages to the condominium. Each such amendment shall have the effect only of adding the units in such respective stage to the condominium and shall in no way amend, change or modify the provisions of the Declaration, excepting for those which are required to be amended to permit the addition of the units in such stage to the condominium.

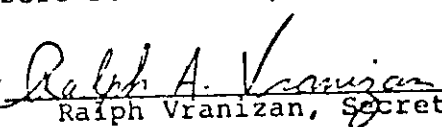
(12) Subdivision.

No unit may be subdivided into divisions of any nature.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Declaration to be executed this 15<sup>th</sup> day of September, 1973.

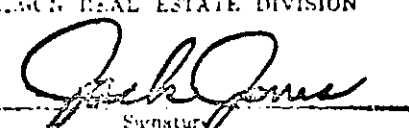
RANDALL CONSTRUCTION CO., INC.

  
Robert D. Randall, President

By   
Ralph Vranizan, Secretary

CONDOMINIUM DECLARATION APPROVED  
OREGON REAL ESTATE DIVISION

DATE: 12-27-73

  
STATE OF OREGON

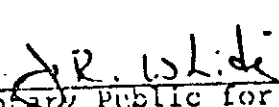
County of Multnomah

) ss.

September 15, 1973

Personally appeared the above-named ROBERT D. RANDALL and RALPH VRANIZAN, who being duly sworn, did say that they are the President and Secretary, respectively, of RANDALL CONSTRUCTION CO., INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be its voluntary act and deed.

Before me:

  
Notary Public for Oregon

My Commission expires: 3-25-77

30535

STATE OF OREGON  
Multnomah County

I, JOHN D. RICE, Director, Department of Administration and for said County, do hereby certify that the within instrument was duly received for record of said County on

2001

DEC 28 PM 3:35



RECEIVED  
MULTNOMAH CO., OREGON

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Witness my hand and seal of office attested.

JOHN D. RICE, Director  
Department of Administration  
Services

Deputy

Return To:

Rendall Construction Co, Inc  
4242 S.E. Milwaukie Ave  
Portland, Oregon 97202

RECEIVED  
DEC 19 1973

SUPPLEMENTAL  
DECLARATION OF UNIT OWNERSHIP  
FOR  
COPPERFIELD CONDOMINIUM  
an Oregon Condominium

This Supplemental Declaration submits to the provisions, restrictions and limitations of Oregon Unit Ownership Law, land hereinafter described and all improvements now existing or to be constructed on such real property, to become a part of the project known as COPPERFIELD CONDOMINIUM, a condominium, lying and being in the County of Multnomah, State of Oregon. The real property being submitted hereby is Stage III of Copperfield Condominium, as set forth in the Declaration of Unit Ownership of said Condominium. The legal description of Stage III is set out on Exhibit "1" attached hereto and incorporated herein.

Recitals, Intent and Purpose

WHEREAS, RANDALL CONSTRUCTION CO., INC., an Oregon corporation, ("Declarant"), is owner in fee simple of the above-described property and desires to submit said property to the condominium form of ownership, as Stage III of Copperfield Condominium, to be converted, handled and used in the manner provided by the Oregon Unit Ownership Law; and

WHEREAS, Declarant has previously filed the Declaration of Unit Ownership and Bylaws of Copperfield Condominium, together with the building plans thereof, which Declaration, Bylaws and plans contemplate a three stage development of the condominium, including 54 units in Stage I, 54 units in Stage II and 30 units in Stage III; and

WHEREAS, said previously filed Declaration submitted the 54 units in Stage I to the condominium form of ownership; and

WHEREAS, the Declarant presently desires to and does hereby submit the 30 units in State III to the condominium form of ownership;

NOW, THEREFORE,

Supplemental Declaration

Declarant hereby declares on behalf of itself, its

successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property described on Exhibit "1," that said real property shall in all respects be subject to the Oregon Unit Ownership Law and is a part of Copperfield Condominium, subject to all of the rights, restrictions and obligations of the Declaration of Unit Ownership and Bylaws of said condominium recorded in the deed records of Multnomah County, Oregon, Book 965, Pages 932 through 1020, and Book 965, pages 972 through 990, respectively. Except as herein amended to permit the addition of the 30 units in Stage III, the Declaration of Unit Ownership and Bylaws shall remain in full force and effect.

(1) Land Description.

The land submitted to the Oregon Unit Ownership Law hereunder is owned and submitted by the Declarant in fee simple interest. The land is located in the County of Multnomah, State of Oregon, and is more particularly described in Exhibit "1" hereto.

(2) Name, Unit Designation and Stage Development.

The property submitted hereby shall become a part of and shall be known together with the 54 units in Stage I, as COPPERFIELD CONDOMINIUM. There are 9 buildings containing 30 units in Stage III, herewith submitted, which are designated Buildings A, B, C, D, E, F, T, U, and V, all of which are one story and are of wood frame construction on concrete foundations with composition roofs. The units in each building are prefixed with the letter designation of that building, followed by a numerical designation which commences with the number 1 and continues consecutively through the number which equals the amount of the units in each respective building. Numbering shall commence with the most southerly unit and proceed southerly to northerly for those buildings on which the longer dimension is along a generally north-south line and shall commence with the most easterly unit and proceed easterly to westerly for those buildings in which the longer dimension is along a generally east-west line. The letter and numerical designation of the units in Stage III, the already submitted unit in Stage I and the proposed units in Stage II, is set out on Exhibit "B" to the Declaration of Unit Ownership, which Declaration and Exhibit are recorded in the Deed Records of Multnomah County, Oregon, at the Book and page hereinabove set forth.

There are 7 buildings containing 54 units in the proposed Stage II which will be designated Buildings H, N, O, P, Q, R and S. The land and units of Stage II, together with the

common elements thereof, will be subsequently developed and submitted to the condominium form of ownership to become a part of Copperfield Condominium.

Upon the submission hereof of Stage III, there are 4 types of units in the condominium denominated types A, B, C and D. The 54 units of Stage II which will hereinafter be submitted will have types C and D units only. The number, type, approximate floor space and percentage interest in the common elements upon the submission of Stage III hereof and the percentage ownership in the common elements which will exist upon the submission of Stage II to complete the entire 138 unit condominium are as follows:

Unit No.	Type	Approx. Fl. Space	Stage I & III	Stage I, II & III
G-1 to G-4	C	803	1.1720	.7221
I-1 to I-8	C	803	1.1720	.7221
J-1 to J-8	C	803	1.1720	.7221
K-1 to K-8	D	723	1.0480	.6458
L-1 to L-8	D	723	1.0480	.6458
M-1 to M-8	C	803	1.1720	.7221
W-1 to W-10	C	803	1.1720	.7221
A-1, A-4	A	960	1.3767	.8483
A-2, A-3	B	815	1.1906	.7336
B-1, B-4	A	960	1.3767	.8483
B-2, B-3	B	815	1.1906	.7336
C-1, C-4	A	960	1.3767	.8483
C-2, C-3	B	815	1.1906	.7336
D-1, D-4	A	960	1.3767	.8483
D-2, D-3	B	815	1.1906	.7336
E-1, E-4	A	960	1.3767	.8483
E-2, E-3	B	815	1.1906	.7336
F-1, F-4	A	960	1.3767	.8483
F-2, F-3	B	815	1.1906	.7336
T-1, T-2	A	960	1.3767	.8483
U-1	A	960	1.3767	.8483
U-2	B	815	1.1906	.7336
V-1	A	960	1.3767	.8483
V-2	B	815	1.1906	.7336
H-1 to H-4	C	803		.7221
N-1 to N-8	C	803		.7221
O-1 to O-8	D	723		.6458
P-1 to P-8	C	803		.7221
Q-1 to Q-8	C	803		.7221
R-1 to R-10	C	803		.7221
S-1 to S-8	C	803		.7221

The typical floor plan of each type unit and the typical cross section of each condominium building is set out in Exhibit "B" of the originally recorded Declaration of Unit Ownership.

(3) General Common Elements.

The general common elements of Stage III consist of 32 garages, a putting green, shuffleboard court and all other portions of such stage which are not included as a part of an individual living unit. The office and guest facilities will be located in the west end of Building P as a part of Stage II. In addition to the above, the common elements of Stage II will consist of 46 garages and everything in such Stage which is not a part of a living unit.

(4) Limited Common Elements.

There are no limited common elements for Stage III or any other part of the condominium.

(5) Statement of Use.

The 9 buildings in Stage III all contain condominium units, each of which will be used for residential purposes.

(6) Service of Process.

The person to receive service of process shall be the same as that set forth in the originally recorded Declaration of Unit Ownership or as such person may be changed by the Association of Unit Owners.

(7) Flat Board.

A copy of the plat showing the location of each of the buildings in Stage III is attached hereto as Exhibit "2."

(8) Architect's Certificate.

The Architect's Certificate of completion as to Stage III of Copperfield Condominium is attached hereto as Exhibit "3."

IN WITNESS WHEREOF, the undersigned fee owner of the subject property cause this Supplemental Declaration to be executed this 21 day of August, 1974.

RANDALL CONSTRUCTION CO., INC.

By

*Robert D. Randall*  
Robert D. Randall, President

By

*Ralph A. Vranizan*  
Ralph A. Vranizan, Secretary



BOOK OF RECORDS 91261477

1008 1697

STATE OF OREGON

County of Multnomah

CS.

Personally appeared the above-named ROBERT D. RANDALL and RALPH A. VRANJIAN, who being duly sworn, did say that they are the President and Secretary, respectively, of RANDALL CONSTRUCTION CO., INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires Jan. 29, 1978

APPROVALS

All taxes, fees, assessments or other charges as provided by O.R.S. 91-535 have been paid as of

Sept. 19, 1974.

HERBERT A. PERRY  
Director, Division of Assessment  
and Taxation, Multnomah County, Oregon

By James L. Gnowski  
Deputy

ATTEST: County Recording Office  
Multnomah County, Oregon

By E. E. White  
Deputy

CONDOMINIUM DECLARATION APPROVED  
OREGON REAL ESTATE DIVISION

Patricia M. Smith  
DATE Sept 24, 1974



## LEGAL DESCRIPTION

600 1008 PL 1608

## OF STAGE III OF

## COPPERFIELD CONDOMINIUM

A tract of land situated in the NE 1/4 of Section 11, T.18, R. 2E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the southwest corner of the F. N. Elliot D.L.C., said point being the southeast corner of that tract of land conveyed to Oregon Elementary School District No. 29 by deed recorded in Book 1704, Page 66, Multnomah County Deed Records; thence N 0°10'10" E along the east line of said School District tract, 25.00 ft. to the true point of beginning of the tract herein to be described; thence N 0°10'10" E along the east line of said School District tract, 450.74 ft.; thence N 89°49'50" W, 77.00 ft.; thence S 0°10'10" W, 143.00 ft.; thence S 44°49'50" E, 14.14 ft.; thence S 0°10'10" W, 55.00 ft.; thence N 89°49'50" W, 130.00 ft.; thence S 37°51'50" W, 27.80 ft.; thence N 89°49'50" W, 120.00 ft.; thence S 0°10'10" W, 40.00 ft.; thence S 45°10'10" W, 45.25 ft.; thence S 0°10'10" W, 18.00 ft.; thence N 89°49'50" W, 133.00 ft.; thence N 0°10'10" E, 90.00 ft.; thence N 89°49'50" W, 100.57 ft.; thence S 0°17'50" E, 201.53 ft.; thence along a 20.00 ft. radius curve to the left through a central angle of 89°35'40" an arc distance of 31.27 ft. (the chord of which bears S 45°05'40" E, 28.18 ft.); thence S 89°53'30" E, 577.90 ft. to the true point of beginning.

Exhibit C1



## ARCHITECT'S CERTIFICATE

BOOK 1008 PAGE 1616

The undersigned, a licensed registered architect, hereby certifies that Stage III of COPPERFIELD CONDOMINIUM was completed on the 21 day of August, 1974. The floor plans, recorded as Exhibit 3 to the Declaration of Unit Ownership for Copperfield Condominium, Book 965, Pages 1005 through 1020, Deed Records of Multnomah County, Oregon, fully and accurately depict the layout of Stage III of Copperfield Condominium as constructed. This Certificate is intended to be supplemental to the Certificate executed and recorded with the Declaration of Unit Ownership for Copperfield Condominium in Book 965, Page 1003, Deed Records of Multnomah County, Oregon.

DATED this 21<sup>st</sup> day of August, 1974.

William L. Fletcher  
WILLIAM L. FLETCHER

STATE OF OREGON

County of Multnomah

ss. August 21, 1974

Personally appeared the above-named WILLIAM L. FLETCHER, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Virginia L. Meredith  
NOTARY PUBLIC FOR OREGON My Commission Expires Jan. 29, 1978

Exhibit "3"

BOOK OF RECORDS 9 26 1974

44520

STATE OF OREGON }  
Multnomah County }

I, JOHN D. RICE, Director, Department of Administration, Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was recorded in the record of said County at

1974  
JOHN D. RICE D.R. ADM. SERV.

SEP 26 1974 - 9 00 AM

MULTNOMAH COUNTY, OREGON

1608 1603

WITNES MY HAND AND SEAL  
JOHN D. RICE, Director  
Department of Administration

Rec-17

1600

# **COPPERFIELD HOMEOWNERS ASSOCIATION**

## **Rules and Regulations**

Revised/approved JUNE 20, 2007

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**The Board of Directors shall decide what actions to take regarding infractions of the Rules and Regulations. The Management Agent has the authority to administer and enforce all rules and regulations.**

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The following enforcement actions apply to infractions of **all Rules and Regulations** in this document.

- Step 1:** A written warning will be delivered to the homeowner describing the infraction and granting 14 calendar days to remedy the infraction. There will be no monetary fine.
- Step 2:** If the infraction is not corrected within 14 days, a fine of \$30 will be levied, and the homeowner will be given an additional 14 calendar days to take corrective action.
- Step 3:** If the infraction is still not corrected within the period allotted in Step 2, an additional fine of \$60 will be levied. Again the homeowner will be given 14 calendar days to take corrective action.
- Step 4:** If the infraction is not corrected in the time allotted in Step 3, a lien may be filed against the property and associated legal fees may be assessed.

**COPPERFIELD**  
**RULES and REGULATIONS**  
*approved*  
*June 20, 2007*

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I. **Condominium Declaration Portions**

**9.2 Compliance with Bylaws and other Restrictions.** Each unit owner shall comply with the Bylaws and the administrative Rules and Regulations adopted pursuant thereto and the covenants, conditions, and restrictions in the Declaration or in the Deed to his unit. Failure to comply shall be grounds for suit or action, maintainable by the Association of Unit-owner, in addition to other sanctions which may be provided by the Bylaws or existing Administrative Rules and Regulations.

**9.3 Legal Proceedings.** Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto shall be grounds for Relief, which may include, without intending to limit same, an action to recover sums due, damages or a suit for injunctive Relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the Manager thereof, or if appropriate, by an aggrieved unit owner.

II. **Condominium Bylaws Portions**

**Article I, Section 3: Personal Application.** All present or future owners, tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth by these Bylaws. The mere acquisition or rental of any units of the Project or the mere act of occupancy of any said units will signify that these Bylaws are accepted, ratified and will be complied with.

**Article VI, Section 2: Maintenance and Repair**

- A Every owner must perform promptly any maintenance and repair work within their own unit, which if omitted, would affect the Project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that their failure to do so may engender.
- B. All repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.
- C. Owners shall reimburse the Association for any expenditures incurred repairing or replacing any common area and/or facility damaged through their fault, not otherwise covered by insurance owned by the Association for the owner's and Association's benefit.

III. **Use of Family Units - Internal Changes**

- A All living units shall be utilized for residential living only, private or commercial and all common elements shall be used in a manner conducive to such purposes.
- B. An owner shall not make structural modifications or alterations in his unit or

installations located therein without previously requesting approval from the Association in writing through the Management Agent, if any, or through the Chairman of the Board of Directors, if no Management Agent is employed. The Association shall have the obligation to answer within 30 days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**IV. Use of General Common Elements and Limited Common Element**

- A. An owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways, and other project areas and facilities of a similar nature any furniture, packages, or objects of any kind, except suitable furniture for decks and patios, such areas shall be used for no purpose other than what is normal.

**V. Right of Entry**

- A. In case of emergency originating in or threatening his unit, an owner shall grant the Board of Directors or the Association, or the Management Agent access to the unit, whether the owner is present at the time or not.
- B. An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored substantially to their condition by the Association.

**VI. Rules of Conduct**

- A. No resident of the project shall post any advertisements, posters, or signs of any kind in or on the project except as authorized by the Association.
- B. Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, television and amplifiers that may disturb other residents.
- C. Those keeping domestic animals will abide by the Multnomah County Sanitary Regulations, leash laws and rules or regulations of the Association created by the Board.
- D. It is prohibited to hang or shake rags, mops, etc. from the windows or porches, decks or terraces, or to clean rags, mops, etc. by beating on any exterior part of the building.
- E. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- F. No owner, resident, or lessee shall install wiring for electrical or telephone



installation, television antennae, or air conditioning units, etc. on the exterior of the project except as authorized by the Association.

- G. Curtains and drapes shall be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.
- H. Be a good friend and neighbor. As a courtesy to neighbors, be extremely careful in using appliances or making excess noise between 10:00 P.M. and 7:00 A. M. (2-21-1990)
- I. Recreational buildings and facilities and play areas, all common garden and patio areas are provided for the use of the owners and their guests. Rules and Regulations will be posted setting the hours that the various facilities will be available and the conditions attendant thereto. Compliance with the Rules as determined by the Board is essential to the harmonious operation of the facilities.
- J. The Board of Directors may restrict the use of the general limited common elements to specific unit owners as may be necessary and reasonable in the overall use of said elements and for the best interest of the condominium as a whole.
- K. At the Management Committee's discretion, any personal property found inappropriately left on any common element (i.e. entries, porches, walkways, etc.) will be disposed of with a 48 hour written notice. (2-16-2000)
- L. Each owner and occupant shall maintain the outside of their unit as well as improvements and belongings on the outside of the unit in a clean and attractive condition in such a way as not to create an unsightly condition or make the outside of the unit appear inconsistent with the rest of the units in the community.
- M. No noxious, harmful, or offensive activities shall be allowed in any unit or common area, nor shall anything be done or placed on any unit or common area which interferes with, or jeopardizes the enjoyment, or which is an annoyance to the other owners or occupants.

## VII. Defaults

- A. Failure, by the owner, to pay any assessment to the Association shall be a default by the owner and subject the owner and the family unit to the obligations of the Bylaws and of the Oregon Condominium Act. In addition thereto, any default by the owner, in any provisions of the Bylaws or of the Oregon Condominium Act, shall be deemed to be a default by the owner or any mortgage to which the owner is a party or to which the family unit is subject.

- B. If the HOA Monthly Assessment (a.k.a. Condo fees) is not paid by 5:00 P.M. on the 10th of the month, a late payment penalty may be assessed, per each late payment. (7-19-1995) (3-15-2000)
- C. If the HOA Monthly Assessment (a.k.a. Condo fees) is 2 months in arrears, legal action may be taken against the owner, including filing of a property lien plus assessment of associated legal fees. An owner may with approval of the Board, enter into a payment arrangement based on a promissory note. Determination of eligibility for this exception will be made on a case-by-case basis. (1-19-2005)

VIII. **Common Element**

- A. No modification shall be made to the EXTERIOR of any unit except upon the written approval of the Board of Directors and upon the owner's written undertaking to reimburse the Association for all costs of maintenance and repair necessary for this modification. If such maintenance and repair expenses are not paid, then the Association shall have the right to remove said improvements and to charge the expenses thereof to the then current owner of said unit. (5-18-1983) SEE APPLICABLE BYLAWS
- B. All security window guards and security doors shall be constructed of wrought iron and painted. The security units shall be manufactured and fabricated by a commercial company recognized as doing this sort of manufacturing and fabrication. The security units are to be approved, in writing by the Board of Directors, prior to installation. All window guards installed on bedroom windows shall be equipped with fire releases.
- C. Replacement window and sliding door colors will be dark brown. Replacements are at the owner's expense. (3-14-2007)
- D. Each year the Board of Directors will approve all installations of air conditioners. Any air conditioner installed without approval of the Board of Directors will place the homeowner into Copperfield's financial penalty phase. (1-17-2007)
- E. Dogs must be on a leash when outside. A \$10 fee may be imposed if a dog is not leashed or if pet litter is not properly disposed of.
- F. Wheeled traffic is prohibited from the sidewalks with the exception of mobility aids. (10-18-1995)
- G. Any cat running loose will be caged and taken to Multnomah animal control. (11-11-1998)
- H. No pets allowed over 20 pounds except for those registered with the Copperfield office prior to 1-1-2000. (12-8-1999)
- I. No more than two, four legged pets allowed per unit. (12-8-1999)

**IX. Management Meetings**

- A. Any Board member or homeowner may attend the Management Committee meetings. (12-14-2003)
- B. The Property Manager may attend the Management Committee meetings. (12-15-2002)

**X. Parking, Speed Limits, and Cars**

- A. The Manager, at his discretion with the Board of Directors approval, has the authority to enforce all parking regulations. A parking regulation of no more than one vehicle per unit after 5:00 P.M. on weekdays and all day on weekends and holidays is established in all parking areas. Violator's vehicles will be towed, at the owner's expense, after one notice. (6-15-1994) Vehicles parked in the Emergency Fire Lane will receive no warnings and will be towed. (3-12-1992)
- B. A legal parking limit of 30 minutes has been designated for a posted Loading Zone. The zone is not to be used for general parking at any time. (8-31-1991)
- C. Vehicles apparently unused, or immovable, or with an expired license, or a hauling type trailer are NOT AUTHORIZED for parking on common element parking lots and are subject to be towed at the owner's expense, upon notice given by the Association. (2-16-1994)
- D. Residents and their visitors may park RVs a maximum of 4 days in an area where it does not interfere with the flow of traffic. No hookup to electricity, water, or other facilities is permissible. (4-15-1992)
- E. The parking spaces designated as common elements in the Declaration are intended for use of automobiles of owners and guests. The Board of Directors may make such rules necessary to govern the use of any general or limited common element parking areas by which all owners and other users shall be bound.
- F. Vehicular traffic on the streets and drives within the property will be limited to 5 miles per hour as a safety precaution. This speed limit applies to bicycles, motor scooters, motorcycles, automobiles, and trucks.

**XI. Garages**

- A. This is a Disclaimer: All personal property stored in/on the common element (garages included) is done so at the risk of the homeowner or renter. This includes damages caused by loss of electricity to refrigerators or freezers from any circumstances. (8-20-1986)
- B. Garages are assigned to homeowners for storage, general vehicle parking, and minor vehicle maintenance. Business enterprises are prohibited, as well

as illegal. Electricity for all garages is paid by all homeowners. (4-11-1979)

- C. Homeowners are to pay an electricity fee of \$7 per month, per appliance for having a refrigerator or freezer in their common element garage. (10-18-1995)
- D. There will be an annual garage inspection for insurance purposes and for checks on maintenance, appliance usage, improper electrical wiring, and combustible materials. The inspection will be conducted by the Manager **and/or two to three appointed homeowners**. Notices will be sent prior to the inspection. (1-16-1990)

**XII. Flower Beds**

- A. Flower beds are a common element. They are maintained by the Association. The approval of the Manager must be granted before an owner or his tenant is allowed to change to an owner-maintained flower bed. (5-12-1986)
- B. Owners are responsible for weeding and care of their owner-maintained area. This includes prompt fall cleanup, etc.
- C. If a unit is sold, the new owner will be given the choice (1) to continue with the owner-maintained flower bed area, or (2) have the Association restore the area at the owner's expense.
- D. If homeowners are not able or do not wish to maintain the flower bed area they planted, they shall work with the Manager to (1) see that the area is restored to Association status, or (2) have the Association restore the area at the owner's expense.
- E. In owner-maintained areas, plantings are to be kept away from, at all times, sidewalks, siding, gutters, entries, walkways, and roofs. If plantings are not properly maintained by the homeowner, the Association (upon notification to the homeowner) may perform, at their discretion, the necessary maintenance on one occasion. If lack of maintenance continues, the Association may arrange to have the plantings removed.

**XIII. Gardens**

- A. All residents wishing to have a garden will be charged \$5.00 for water and a \$5.00 fee for taxes per 10 X 20 plot per year. (12-8-2002)

**XIV. Swimming Pool and Sauna**

- A. The pool area is an extension of the Recreation Hall and is subject to the same rules.
- B. A thorough soap shower is required before entering the pool - per State Law.
- C. Jeans and other frayed attire are not allowed in the pool.

- D. Persons with shoulder length or longer hair must wear a swim cap.
- E. Running, shouting, and reckless behavior are prohibited in the pool area.
- F. Children under the age of 14 must be accompanied by a registered adult resident at all times - per State Law.
- G. Diving is not allowed.
- H. The pool area schedule is posted on the pool door.
- I. The sauna should be used with extreme care. **Do not use oils**, and always use a towel to cover the benches. Use tap water only for sauna.
- J. There is no lifeguard present; persons swimming alone do so at their own risk.

**XV. Recreation Hall**

- A. The Rec. Hall is to be closed from 11:00 P.M. to 5:00 A.M. (3-20-1985)
- B. **SMOKING IS PROHIBITED THROUGHOUT THE ENTIRE BUILDING.** (2-19-1986)
- C. Homeowners/tenants and guests use this facility at their own risk.
- D. The social room of the Rec. Hall is limited to a 60 person attendance for any function per the fire code. (9-15-2002)
- E. Keep food and drink in the social room ONLY. Food and drink are not allowed in ANY OTHER REC. HALL AREA. (4-11-1979)
- F. NOISE ABATEMENT WILL BE IN EFFECT AT 10:00 P.M.
- G. Homeowners/tenants must accompany and are responsible for the conduct of their guests at all times. DO NOT GIVE THE ENTRY KEY CARD TO GUESTS OR RELATIVES AT ANY TIME. (10-18-1995)
- H. Rowdy behavior, profanity, drunkenness, or abuse of the facilities will not be tolerated. And may be considered a default under section VII, A of these Rules and Regulations. (4-11-1979)
- I. Be considerate of residents in the approximate area by closing windows and doors when possible to contain excessive sounds.
- J. Bare feet and swimming attire are for the swimming pool area only.
- K. Equipment in the exercise room is owned and maintained by the Association. Please notify the Manager if you bring in personally owned equipment and when you remove it.

- L. For safety reasons no children under the age of 14 are allowed in the Rec. Hall at any time without an homeowner/tenant in attendance at all times.
- M. For homeowners/tenants who do not follow the Rules and Regulations pertaining to the Rec. Hall, the following rule was passed: (5-15-2002)
  - 1. 1st offense: Verbal warning to homeowner/tenant and letter to homeowner.
  - 2. 2nd offense: Revoke entry key card for 30 days.
  - 3. 3rd offense: Revoke entry key card for 60 days.
  - 4. 4th offense: Revoke entry key card permanently.

**XVI. Recreational Common Elements**

- A. Fee to replace entry key card will be \$100. No entry key card will be issued if the HOA Monthly Assessment (a.k.a. Condo fees) and/or other fees have not been paid. A damaged entry key card will be replaced for \$20, with return of the damaged card. (4-15-1992)
- B. The residential common elements are the common property of the unit owners and are reserved for the exclusive use of the unit owners, their lessees, tenants, guests, and respective resident family members. Unit owners are responsible to the Homeowner Association for any loss or damage to the recreational common elements caused by themselves, their lessees or tenants, guests, and resident family members. (11-30-1982)
- C. The Board of Directors shall adopt such Rules and Regulations as it deems appropriate to protect and preserve the recreational common elements, and to provide for their safe, fair, and equitable use by all residents. The Manager shall enforce the Bylaws and Rules and Regulations for the use of the common elements. The Board may require such restitution for loss of damage, or impose such fines, or assessments as it deems reasonable. It may, also, restrict, limit, or prohibit access to the recreational areas for violations of the rules governing their use. (9-20-1989)
- D. In the event of a documented complaint in writing and signed with appropriate witness of the Manager and/or one or two Board members, the Rec. Hall entry key card for the offending unit must be turned in. If the card is not secured by the Association, the card lock system will be re-keyed and the owner of the unit, against which the complaint is made, will be charged \$300 plus legal fees, if an attorney has to be retained to file a lien. (6-8-1983)
- E. Information on Guest Room Reservations is displayed on the Rec. Hall bulletin board. Sign the appropriate calendar and call the Board member/volunteer listed regarding details. NOTE: Signature of reservation form constitutes commitment to adhere to all stated Rules and Limitations. (4-15-1992)

XVII.

**Renters, non-owne. residents**

- A Renters may attend the monthly meetings of the Board of Directors. (12-14-2003)
- B. Homeowners who rent their unit are responsible for providing information regarding their renter: phone number, car license, and other information on the Emergency Sheet or see that their renter provides this information to the Condo Association office. The homeowner needs to provide the renter with the Rules and Regulations. (4-18-2007)

XVIII.

**Annual Homeowners Meeting**

- A Proposals submitted prior to the Annual Homeowners Meeting are subject to approval by the Board of Directors and may be changed for better clarity and content. (12-14-2003) Proposals may be submitted at the Annual Homeowners Meeting as well.
- B. The Bylaws Article II Section 1 and 6 shall be interpreted that any homeowner with a deed on record at the Homeowners Association office, or the Management company, or proof of land sale shall be eligible to vote at the Annual Homeowners Meeting. (3-18-2007)
- C. The Annual Homeowners Meeting shall be held in October. (1-7-2007)

XIX.

**Enforcement**

- A The following enforcement actions apply to infractions of **all Rules and Regulations** in this document.
  - Step 1:** A written warning will be delivered to the homeowner describing the infraction and granting 14 calendar days to remedy the infraction. There will be no monetary fine.
  - Step 2:** If the infraction is not corrected within 14 days, a fine of \$30 will be levied, and the homeowner will be given an additional 14 calendar days to take corrective action.
  - Step 3:** If the infraction is still not corrected with the period allotted in Step 2, an additional fine of \$60 will be levied. Again the homeowner will be give 14 calendar days to take corrective action.
  - Step 4:** If the infraction is not corrected in the time allotted in Step 3, a lien may be filed against the property and associated legal fees may be assessed.

BYLAWS  
OF  
COPPERFIELD CONDOMINIUM

ARTICLE I

BOOK 965 PAGE 972

PLAN OF FAMILY UNIT OWNERSHIP

Section 1. Family Unit Ownership. The project located in the County of Multnomah, State of Oregon, known as COPPERFIELD CONDOMINIUM is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 to 91.675.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the project, the owners, Association and the entire management structure thereof. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the 54 units in Stage I or of any of the proposed 54 units in Stage II and 24 units in Stage III (if such stages are developed) (hereinafter referred to as "units") of the project or the mere act of occupancy of any said units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING,  
MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership in the Association. An owner of a family unit shall automatically, upon becoming the owner of such unit, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason. Unit Ownership shall be determined, for all purposes of the declaration and the administration of the property, from the record of unit ownership maintained by the Association. The record shall be established by the unit owner filing with the Association a copy of the deed to his unit or land sale contract for his unit to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon showing the date and place of recording of such deed or contract. No person shall be recognized as a unit owner unless a copy of the deed or



land sale contract has been filed with the Association, as provided above showing him to be the current owner or contract purchaser of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all units for which no deed or land sale contract has been filed with the Association.

Section 2. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled shall be the percentage rights in the general common elements assigned to the family unit or units in the Declaration.

Section 3. Majority of Owners. As used in these Bylaws the term "majority of voting owners" shall mean those owners holding over 50% of the votes (general common elements) in accordance with the percentage assigned in the Declaration. "Majority of voting owners present" shall mean voting owners holding over 50% of the votes at any legal meeting.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of voting owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Voting may be by proxy ballot, as the Directors may elect, rather than at a formal meeting.

Section 6. Authority to Vote. All owners shall be entitled to vote and this shall be true if they have leased their premises to a third party. An owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the premises shall be deemed the owner of the premises.

### ARTICLE III

#### ADMINISTRATION

Section 1. Association Responsibilities. The owners of the family units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and, if required, arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided in the Declaration or these Bylaws, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting or meeting called for ballots. A legal meeting is one duly called pursuant to these Bylaws.

where a quorum is present in person or by proxy. A legal vote by ballot will require return of ballots of over 50% of the votes of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Initial Meeting. The initial organizational meeting will be held immediately after the completion of Stage I of the condominium by notice to all owners of units not less than seven days before the meeting as to the time and place thereof. Thereafter, a second and third organizational type meeting will be held as soon after completion of Stages II and III, respectively, as is practicable.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held in the year 1974 and shall be set by action of the Board of Directors. This meeting, at the discretion of the Board of Directors, may be changed, from time to time, but must be held annually under the rules and regulations as set out in the Bylaws. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by 10% or more of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the owners of the units or as otherwise set out in these Bylaws.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, special or meeting by ballot, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at least 10 but not more than 60 days prior to such meeting or balloting. The mailing shall be to the address last given the Secretary in writing by the unit owner or his vendee. If unit ownership is split or being sold on a contract, all shall be given notice. If no address is given, then mailing to the condominium unit will be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any meeting of owners cannot meet because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (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.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE IV

#### BOARD OF DIRECTORS

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Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of nine persons, or more, as the existing directors unanimously agree, all of whom must be owners of an interest in units in the project, provided that husband and wife may not serve as Directors simultaneously.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the general common elements and the limited common elements, if any.
- (b) Designation and collection of monthly assessments from the owners in accordance with these Bylaws and the Oregon Unit Ownership Law.
- (c) Pay all common expenses of the Association and set up a voucher system for such payment acceptable to and approved by the Board of Directors with the proper number of signatories thereon as otherwise designated by said Board.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common elements and the limited common elements, if any.
- (e) Lease, sublease or hypothecate in any manner the general or limited common elements, if any, of the condominium which have or may have any income producing potential.
- (f) Promulgation and enforcement of rules of conduct of Condominium owners, employees, and invitees and the use of restrictions

thereof relative to all common elements. (See Article VI, Section 6).

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. The managing agent shall have the right to contract with or lease from any unit owner, for the management of said unit, individually or collectively with other unit owners.

Section 5. Election and Term of Office. At the initial organizational meeting, three of the directors shall be elected; three at the second organizational meeting and three at the third organizational meeting. At each of the three meetings, one director will be elected to serve until the 1974 annual meeting, one until the 1975 annual meeting and one until the 1976 annual meeting. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. Should more directors be added, the same sequential election terms shall apply as near as is practicable. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. 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; and each person so elected shall be a Director until a successor is elected for the unexpired term at the next annual meeting of the Association.

Section 7. Removal of Directors. At any legal regular or special meeting, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular 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. Notice of regular meetings of the

Board of Directors may be called by the Chairman on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

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

Section 11. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the unit owners.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairman, a Secretary, and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organization meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 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 office of president of an Association, including, but not limited to, the power to appoint committees from among the 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. The Chairman shall be entitled to vote only in case of a tie vote at any such meeting and his vote shall be final.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Directors as Officers. Any Director may be an officer of the Association.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all the project's general common expenses, which may include premiums for insurance required or permitted under Article VII of these Bylaws. The initial assessment for owners of units in Stage I shall be determined by the declarant and each purchaser-owner shall execute a consent to such initial assessment. The initial assessment shall thereafter be subject to review of the Board of Directors. Such assessments shall include payments of leases on real and personal property, if any, monthly payments to a reserve fund for replacements

a general operating reserve and may include monthly payments for a real and personal property tax reserve fund.

(a) The Association shall establish and maintain a Reserve Fund for Replacements, by the allocation and payment monthly to such reserve fund, an amount determined by the directors to be paid no less often than monthly from the monthly assessments of unit owners. The reserve fund is for the purpose of effecting replacements of structural elements, mechanical equipment and other general common elements of the Condominium. Payment into this fund shall be deemed a contribution to capital improvement as and when made. The annual payment of this fund may be increased from time to time by action of owners holding a majority of votes.

(b) The Association shall establish and maintain a General Operating Reserve by allocation and payment thereto monthly of a sum equivalent to not less than 5 percent of the monthly assessments chargeable to the family unit owners in the Condominium for the general common expenses, pursuant to the Bylaws. Upon accrual in said General Operating Reserve Account of an amount equal to 15 percent of the current annual amount of assessments chargeable to the family unit owners in the Condominium pursuant to these Bylaws, the rate of such monthly allocations may be reduced from 5 percent to 2-1/2 percent by appropriate action of the Association, provided, however, that in the event withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 5 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to unit owners in the Condominium for the general common expenses pursuant to the Bylaws, such monthly deposits may be discontinued by appropriate action of the Association and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 2-1/2 percent rate until the 25 percent level is restored. This reserve is intended to provide for repairs and periods of special stress. Funds paid to this reserve shall be deemed payment for expenses incurred in the operation of the Condominium and the Association as and when paid. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of a majority of the owners.

(c) In addition to the above, there may be created a Real and/or Personal Property Tax Fund. This fund shall be for the payment of real and personal property taxes of the project. It may be set up by the Association and may include the real property taxes on the individual units, the general and limited common elements, if any, appertaining thereto, and any personal property taxes that may be applicable thereto. This fund may be partial in that it covers only a portion of the units of the project as the Board of Directors shall decide.

Nothing in this section shall prevent the mortgagee or beneficiary under a deed of trust (both hereafter referred to as "mortgagee") of any unit requiring the owner of such unit to maintain a reserve fund for property taxes. If said mortgagee does require such a reserve, a unit owner so affected shall not be required to maintain a reserve for taxes with the Association.

(d) The Directors may set up such other special reserve funds by special assessments of the unit owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association of Unit Owners to be appropriate. Each reserve fund shall be kept and accounted for in a separate fund with a safe and responsible depository and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies and shall also be kept in the depository. No unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective units increases in proportion to each unit's right to receive maintenance and replacement therefrom. The Association, however, cannot accumulate and hold any income derived from said reserves and must distribute any investment income received, in the same proportion as the reserves were created, on or before December 31 of each year.

At the times the Declaration is amended to add the second and third stages to the Condominium, the unit owners of such stages shall commence paying a monthly assessment proportional (on the basis of common element ownership) to that paid by owners for units already a part of the condominium, and in accordance with the statutes of the State of Oregon. A prorated assessment shall be paid for the first month after the addition of the stage to which the unit belongs. The Board of Directors may set the assessment of Stage II and Stage III owners slightly higher until their contribution in reserve accounts reaches an amount comparable (based on percentage interest in the common elements) to that of owners of units in Stage I.

## Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and/or facility damaged through his fault, not otherwise covered by insurance owned by the Condominium Association for the owner's and Association's benefit.

## Section 3. Use of Family Units - Internal Changes.

(a) All living units shall be utilized for residential living only, private or commercial, and all common elements shall be



used in a manner conducive to such purposes. However, the Board of Directors shall have the right to expand any common area functions to include any compatible income producing activity.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

#### Section 4. Use of General Common Elements and Limited Common Elements.

An owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways, and other project areas and facilities of a similar nature, any furniture, packages or objects of any kind, except that suitable furniture may be placed on the decks and patios. Such areas shall be used for no purpose other than what is normal.

#### Section 5. Right of Entry.

(a) In case of an emergency originating in or threatening his unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

(b) An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association.

(c) If any portion of the common elements encroaches upon a family unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the family units agree that minor encroachment of parts of the common elements due to such rebuilding shall be allowed and an easement shall exist for such purpose.

#### Section 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters or signs of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about creating disturbances, making noises, or using musical instruments,

radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association created by the Board of Directors.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades, decks or terraces of the project.

(d) It is prohibited to hang or shake dust rags, mops, etc., from the windows or porches or terraces, or to clean rugs, mops, etc., by beating on any exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or cause them to protrude through the walls or the roof of the project except as authorized by the Association. No window guards, awnings or shades shall be installed without the prior consent of the Board of Directors.

(g) No exterior antennas shall be allowed except those installed by the Association.

(h) Curtains and drapes shall be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.

(i) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules necessary to govern the use of any general or limited common element parking areas by which all owners and other users shall be bound.

(j) Vehicular traffic on the streets and drives within the property will be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks.

(k) Recreational buildings and facilities and play areas, all common garden and patio areas are provided for the use of the owners and their guests. Rules and Regulations will be posted setting out the hours the various facilities will be available and the conditions attendant thereto. Compliance with the rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.

- \* (1) The Directors may restrict the use of the general or limited common elements to specific unit owners as may be necessary and reasonable in the overall use of said elements and for the best interest of the Condominium as a whole.

Section 7. Default. Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the family unit to the obligations of these Bylaws and of the Oregon Unit Ownership Law, and in addition thereto, any default by the owner in any provisions of these Bylaws or of the Oregon Unit Ownership Law shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the family unit is subject.

## ARTICLE VII

### INSURANCE

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

Section 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:

(a) A policy, or policies, of fire insurance with the extended coverage endorsement, for the full insurable replacement value of all units and common areas, 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 said policy, or policies, shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each condominium, if any.

(b) A policy, or policies, insuring the Association, its Board of Directors, the unit owners, and the manager against any liability to the public or the owners of units and of the common areas, and their invitees or tenants, incident to the ownership or use of the Project, and including the personal liability exposure of the owners. Limits of liability under such insurance shall be not less than \$200,000 for bodily injuries nor less than \$100,000 for property damage in each

occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and to be increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements 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) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(d) 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.

Section 2. Insurance Companies Authorized. All policies shall be written in 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.

Section 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 a unit owner, such mortgagee shall be entitled to settle losses as to the mortgaged unit, provided that the loss which occurs is severable. All releases and proofs of loss to any insurance carrier shall be signed by at least two directors.

Section 4. Prohibition of Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

Section 5. 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 (\$1,000.00). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article VI, Section 3(b).

Section 6. Provisions in Insurance Policies. 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 Project 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 Project cannot be cancelled, 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.

(d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the association, or other unit owners nor cancelled for non-payment 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.

Section 7. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association of Unit Owners and such review shall include an appraisal of all improvements to the Project by a representative of the insurance carrier writing the master policy.

## ARTICLE VIII

### DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster, with each unit and the common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors.

Section 2. Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of

Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. However, if three-fourths, or more, in value of all the buildings are destroyed or substantially damaged and if the owners holding at least three-fourths interest in the common elements do not, voluntarily, within one hundred (100) days after such destruction or damage, make provision for reconstruction, the manager or Board of Directors shall record, with the County Recorder, a notice setting forth such facts and upon the recording of such notice:

(a) The Project shall be deemed to be owned in common by the owners.

(b) The undivided interest in the Project owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common areas.

(c) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the Project.

(d) The Project shall be subject to an action for partition at the suit of any owner, in which the net proceeds of sale, together with the net proceeds of the policies of insurance on the Project (except proceeds from those policies procured by individual unit owners separately), if any, shall be considered as one fund and shall be divided among all of the owners in a percentage equal to the percentage of undivided interest owned by each owner in the general common areas, after first paying out of the respective shares of the owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Project owned by each owner. Provided, however, any act or omission under this section shall be subject to any required approval of mortgagees pursuant to Article X, Section 7(d).

### Section 3. Architectural Changes After Damage or Destruction.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners to amend these bylaws, cause an amendment to be made to the Project documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the Project, or any buildings thereof, by fire, casualty, or any other disaster is so great as to require the substantial reconstruction of the whole of said Project, or said buildings. Any such amendment of such Project documents shall be valid only upon (1) the recording thereof with the recording officer of Multnomah County and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the Project, or building, affected by such amendment.

## ARTICLE IX

### AMENDMENTS TO BYLAWS

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These Bylaws may be amended by the Association in a duly constituted meeting or ballot meeting called for such purpose and no amendment shall take effect unless approved by owners holding 75% or more of the percentage voting rights as otherwise set forth in the Declaration. Any such amendment shall be recorded in the Multnomah County Deed Records signed by the Chairman and certified by the Secretary that such amendment has been approved at a legally called meeting of the Association of Unit Owners by vote of unit owners holding 75% or more of the common element ownership.

## ARTICLE X

### MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the Chairman of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Definition of Mortgagee. Mortgagee as used in these bylaws shall include the beneficiary of a trust deed or a contract seller.

Section 3. The Association of Unit Owners shall give the mortgagee written notice thirty days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

Section 4. The Association of Unit Owners shall give the mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.

Section 5. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

Section 6. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 7. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of unit owners of the condominium shall not:

- (a) fail to employ a professional manager for the condominium project;
- (b) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
- (c) partition or subdivide any unit or the common elements of the project; nor
- (d) by act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project.

Section 8. The first mortgagee or beneficiary under a trust deed may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

## ARTICLE XI

### COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law, which are incorporated herein. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

## ARTICLE XII

### INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he is or was a Director,



officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action suit or proceeding as and when incurred, subject only to the right of the Association should it be proven at a later time that said person had no rights to payments made. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

### ARTICLE XIII

#### SUITS AND ACTIONS

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Bylaws or of the Oregon Unit Ownership Law, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action including a reasonable attorney's fee to be fixed by the trial court and in the event of an appeal of the cost of the appeal, together with a reasonable attorney's fee in the appellate court to be fixed by such court. In any foreclosure suit against a unit, the unit owner or owners may be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent.

It is hereby certified that these Bylaws have been adopted by Randall Construction Co., Inc., developer of COPPERFIELD CONDOMINIUM, and will be recorded in the Deed Records of Multnomah County together with the Declaration of Unit Ownership for said condominium after said Declaration and Bylaws are approved by the Assessor of said County.

DATED this 15th day of September, 1973.

RANDALL CONSTRUCTION CO., INC.

By Robert Randall  
Robert Randall, President

By Ralph A. Vranizan  
Ralph Vranizan, Secretary

STATE OF OREGON )

County of Multnomah ) ss.

Personally appeared ROBERT RANDALL and RALPH VRANIZAN, who being duly sworn did say that they are the President and Secretary of RANDALL CONSTRUCTION CO., INC., respectively, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

DR. White  
Notary Public for Oregon  
My Commission Expires: 3-25-77

AMENDMENT TO BY-LAWS OF  
COPPERFIELD CONDOMINIUMS  
ARTICLE I

BOOK 1160 PAGE 1276

Not Insurance Company of Oregon

(ADDED) Section 4. Definition. A duly constituted meeting was held on December 8, 1976, in accordance with ARTICLE IX of these BYLAWS. With 77% of the ownership voting in the affirmative hereafter COPPERFIELD CONDOMINIUM HOMES is designated an ADULT COMMUNITY effective January 1, 1977. This precludes occupancy of any unit by any person who has not attained their sixteenth (16th) birthday. Occupancy is further defined as any person living in any unit for thirty (30) or more consecutive days. This section is not retroactive and has no effect on any occupancy arrangements prior to January 1, 1977.

Liane F. De Noss  
Liane De Noss  
Chairman

Rodger Plymate  
Rodger Plymate  
Vice Chairman

STATE OF OREGON, County of Multnomah)ss.

January 21, 1977

Personally appeared the above-named Liane F. De Noss, and acknowledged the foregoing instrument to be her voluntary act.

Before me:

Benny Friedrich (Seal)  
Notary Public for Oregon  
My commission expires: 5-10-80

STATE OF OREGON, County of Multnomah)ss.

January 21, 1977

Personally appeared the above-named Rodger Plymate, and acknowledged the foregoing instrument to be his voluntary act.

Before me:

Benny Friedrich (Seal)  
Notary Public for Oregon  
My commission expires: 5-10-80

BOOK OF RECORDS 228 1977

TO COUNTY CLERK WHEN R.  
DED. MAIL WITHIN INSTRUMEN  
Name Rodger Plymate  
Street 2200 SE 138th  
Town Portland  
State OR 97236

Rec-17  
Witness my hand and seal of office attested.  
Director, Department of Administration  
Sylvia  
Deputy

In Book 1160 Page 1277

RECEIVED  
ADM. SERVICES  
MAY 17 1977  
MILWAUKEE CO. OREGON

Registration Services and Recorder of Conveyances, in  
and for said County, do hereby certify that the  
within instrument of writing was received and recorded in the records  
of said County at

STATE OF OREGON  
Multnomah County

13804

BOOK 1160 PAGE 1277

AMENDMENT TO THE  
DECLARATION AND SUPPLEMENTAL DECLARATION  
OF UNIT OWNERSHIP  
OF  
COPPERFIELD CONDOMINIUM  
an Oregon Condominium

BOOK 1037 PAGE 1269

WHEREAS, The Robert Randall Company, an Oregon corporation (previously known as Randall Construction Co., Inc.) ("Declarant"), has heretofore recorded the Declaration of Unit Ownership of COPPERFIELD CONDOMINIUM in the Records of Multnomah County, Oregon, in Volume 965, Pages 972 through 1024, on the 28th day of December, 1973, and has heretofore recorded the Supplemental Declaration of Unit Ownership in the Records of Multnomah County, Oregon, in Volume 1008, Pages 1600 through 1610, on the 26th day of September, 1974; and

WHEREAS, said Declaration expressed the intent of the Declarant to develop Copperfield Condominium in three stages of 54 units, 54 units and 30 units, respectively; and

WHEREAS, the 54 units in Stage I and the 30 units in Stage III have been submitted to the condominium form of ownership by the Declaration and Supplemental Declaration, respectively; and

WHEREAS, the Declarant now desires to reduce the number of living units to be developed in Stage II from 54 to 27, thereby making a three-stage condominium of 54 units, 27 units and 30 units, respectively; and

WHEREAS, the Declarant is the present fee owner to all of the land underlying Stage II, and the owners of all of the other units in other stages have consented to the reduction of the number of units in Stage II.

AMENDMENT

The hereinbefore described Declaration and Supplemental Declaration of Unit Ownership for Copperfield Condominium is hereby amended in the following particulars:

1. The number of units to be developed in Stage II is reduced from 54 to 27, and the total number of units to be developed on the condominium site is reduced from 138 to 111.

2. The proposed Stage II of the condominium will have seven single-story buildings which will be designated Buildings H, N, O, P, Q, R and S.

3. The percentage of interest in common elements of each stage is as follows:

Unit No.	Stage I	Stages I & III	Stage II
G-1 to G-4	1.9118	1.1720	.8936
I-1 to I-8	1.9118	1.1720	.8936
J-1 to J-8	1.9118	1.1720	.8936
K-1 to K-8	1.7094	1.0480	.7992
L-1 to L-8	1.7094	1.0480	.7992
M-1 to M-8	1.9118	1.1720	.8936
W-1 to W-10	1.9118	1.1720	.8936
A-1, A-4		1.3767	1.0498
A-2, A-3		1.1906	.9078
B-1, B-4		1.3767	1.0498
B-2, B-3		1.1906	.9078
C-1, C-4		1.3767	1.0498
C-2, C-3		1.1906	.9078
D-1, D-4		1.3767	1.0498
D-2, D-3		1.1906	.9078
E-1, E-4		1.3767	1.0498
E-2, E-3		1.1906	.9078
F-1, F-4		1.3767	1.0498
F-2, F-3		1.1906	.9078
T-1, T-2		1.3767	1.0498
U-1		1.1906	.9078
U-2		1.3767	1.0498
V-1		1.1906	.9078
V-2			.8936
H-1 to H-2			.8936
N-1 to N-4			.7992
O-1 to O-4			.8936
P-1 to P-4			.8936
Q-1 to Q-4			.8936
R-1 to R-5			.8936
S-1 to S-4			.8936

4. Except as herein amended, the Declaration and Supplemental Declaration of Unit Ownership of Copperfield Condominium shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property causes this Amendment to the Declaration



BOOK 1097 PAGE 1271

and Supplemental Declaration of Unit Ownership to be executed  
this 24th day of February, 1976.

THE ROBERT RANDALL COMPANY

By [Signature]  
Robert D. Randall, President

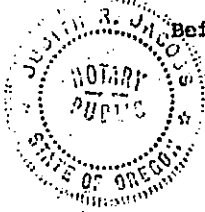
By [Signature]  
Ralph A. Vranizan, Secretary

STATE OF OREGON )  
County of Multnomah ) ss. February 24, 1976

Personally appeared the above named ROBERT D. RANDALL and RALPH A. VRANIZAN, who being duly sworn, did say that they are the President and Secretary, respectively, of The Robert Randall Company, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 7/17/77





DEPARTMENT  
OF COMMERCE

REAL ESTATE DIVISION

BOOK 1097 PAGE 1272

COMMERCE BUILDING • SALEM, OREGON • 97310 • Phone (503) 378-4170

ROBERT W. STRAUB  
GOVERNOR

March 29, 1976

RE: COPPERFIELD CONDOMINIUM

Pursuant to ORS 91.535, subject Declaration of Unit Ownership is hereby approved.

CONDOMINIUM DECLARATION APPROVED  
OREGON REAL ESTATE DIVISION

*[Signature]*  
Signature

DATE: MARCH 29, 1976



18391

BOOK 1097 PAGE 1273

Return to  
Kane, Harper, Pearlman & Copeland  
3500 First National Bank Tower  
97201

STATE OF OREGON | DEED  
Multnomah County

Director, Department of Administration Services and Records, County of Multnomah, Oregon, hereby certifies that the within instrument is a true and correct copy of the original as recorded in the records of said County at

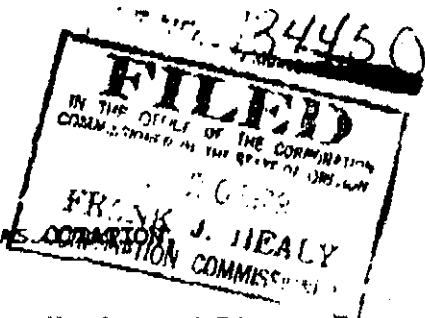
APR 12 1976  
RECORDS SECTION  
MULTNOMAH CO. OREGON

1097 1273  
Witness my hand and seal of office, Office of the Director, Department of Administration Services

9. Gustafson  
Rec-17 Deputy.

12

525



## ARTICLES OF INCORPORATION

of

COPPERFIELD ADULT CONDOMINIUM HOMEOWNERS  
A Non-Profit Corporation

KNOW ALL MEN BY THESE PRESENTS, That Bert Kinzig and Edward Dmytryk, each a natural person of more than twenty-one years of age, do hereby incorporate a corporation under and pursuant to the laws of the State of Oregon relative to non-profit corporations, and do hereby adopt, execute, and verify in duplicate the following Articles of Incorporation thereof:

## ARTICLE I.

The name of the corporation is Copperfield Adult Condominium Homeowners Association, and the duration thereof shall be perpetual.

## ARTICLE II.

The purpose or purposes for which the corporation is organized shall be:

(1) To manage the affairs of the unit owners of Copperfield Condominium, located at S.E. 138th and Division Streets, Multnomah County, Oregon as they relate to the maintenance, preservation, and operation of the common elements therein, and the regulation of the use of the various units, all in accordance with Declaration of Unit Ownership for Copperfield Condominium, an Oregon condominium, dated December 27, 1973, recorded in Book 965, Page 992, Deed Records of Multnomah County, Oregon.

(2) To take title to and hold for the benefit of all the unit owners of said condominium development certain real property heretofore deeded to Copperfield Condominium Homeowners Association under date of February 17, 1977 in a deed of that date recorded March 15, 1977 in Book 1164, Page 405.

(3) To engage in such other lawful activity as may promote the

1 common interest and welfare of the owners and occupants of said Copperfield  
2 Condominium development, all without profit to said corporation.

3 (4) Lastly, to do any and all other acts and things necessary,  
4 incident, and proper, desirable, or convenient for the carrying out of the  
5 general purposes of this corporation, either within or without the State of Oregon  
6 or the United States of America.

7 The foregoing enumeration of powers is not intended and shall not  
8 be held to limit or restrict in any manner the general powers of this non-profit  
9 corporation under the laws of the State of Oregon.

10 ARTICLE III.

11 The address of the corporation's initial registered office is:  
12 2720 S.E. 138th Avenue, No. 70, Portland, Oregon 97236, and the name of its  
13 initial registered agent at said agent at said address is Bert Kinzig.

14 ARTICLE IV.

15 The number of directors constituting the initial board of directors  
16 is nine, and their names and addresses are as follows:

17 Bert Kinzig, 2720 S.E. 138th Ave., No. 70, Portland, Or. 97236  
18 Vivian Jeffries, 2730 S.E. 138th Ave., No. 97, Portland, Or. 97236  
19 Howard Gilmore, 2728 S.E. 138th Ave., No. 89, Portland, Or. 97236  
20 Gene Normoyle, 2722 S.E. 138th Ave., No. 71, Portland, Or. 97236  
21 Dale Hertzler, 2742 S.E. 138th Ave., No. 127, Portland, Or. 97236  
22 Edward Dmytryk, 2718 S.E. 138th Ave., No. 66, Portland, Or. 97236  
23 Mariel Beardsley, 2712 S.E. 138th Ave., No. 51, Portland, Or. 97236  
24 Herb Winter, 2714 S.E. 138th Ave., No. 58, Portland, Or. 97236  
25 John Vivian, 2714 S.E. 138th Ave., No. 55, Portland, Or. 97236

## ARTICLE V.

The name and address including the street address of each of the incorporators is as follows:

Bert Kinsig, 2720 S.E. 138th Ave., No. 70, Portland, Or. 97236

Edward Dmytryk, 2718 S.E. 138th Ave., No. 66, Portland, Or. 97236

## ARTICLE VI.

The Board of Directors of the association shall be composed of nine persons or more as the directors from time to time unanimously agree, all of whom must be owners of an interest in units in the project, provided that husband and wife may not serve as directors simultaneously. Directors shall be elected to serve a term of three years each, with the initial term staggered so that not more than one-third of the board of nine directors comes up for election in any given year. The directors shall be elected by a majority vote of the owners of said condominium development in accordance with the condominium declaration recorded in the deed records of Multnomah County, Oregon as hereinabove referred to.

## ARTICLE VII.

None of the activities of said corporation nor assets thereof shall inure to or pass to the benefit of any private person or corporation. In the event of the dissolution of this corporation for any reason, a court of competent jurisdiction shall be authorized to direct apportionment of the assets of the corporation to a non-profit corporation with like or similar purposes.

1           IN WITNESS WHEREOF, we the undersigned incorporators declare  
2 under penalties of perjury that we have examined the foregoing document and  
3 to the best of our knowledge and belief it is true and correct and complete.

4           Dated this 6 day of February, 1971.

5  
6           X Paul King  
7           Edward D. King  
8  
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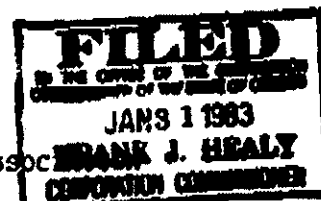
FILE NO. MP1344

## ARTICLES OF AMENDMENT

OF

COPPERFIELD ADULT CONDOMINIUM HOMEOWNERS ASSOC

an Oregon Non-Profit Corporation



I

The name of the corporation is Copperfield Adult Condominium Homeowners Association.

II

The amendment adopted is to delete Article VII of the Articles of Incorporation dated February 1, 1979 and filed February 20, 1979, and to substitute therefore the following:

## "ARTICLE VII

In the event of the dissolution of this corporation, the assets of the corporation shall be distributed to the unitholders in proportion to their respective interests in the common elements, all in accordance with the Declaration of Unit Ownership, as amended, and the statutes of the State of Oregon, then in effect."

III

The foregoing amendment was adopted on December 1, 1982 at the annual meeting of the members having voting rights. Prior written notice of said meeting, and the proposed amendment, having been given to each member within the time, and in the manner, provided in ORS Chapter 61, and a quorum being present in person or by proxy, such amendment was adopted by a vote of 81.1622% of all votes which the members present in person or by proxy were entitled to cast.

E. C. Perry  
President

Patricia J. Capricci  
Secretary

I, the undersigned President of Copperfield Adult Condominium Homeowners Association, declare under penalties of perjury that I examined the foregoing, and to the best of my knowledge and belief, it is true, correct and complete.

Dated this 19th day of January, 1983.

E. C. Perry  
President

# Copperfield Adult Condominium Homeowner Association

c/o The Management Trust - Oregon  
PO Box 23099  
Tigard, OR 97281

Account Number:

919262

Late After:

08/10/18

Amount Due:

\$356.87

Make checks payable to:

Copperfield Adult Condominium Homeowner Association

RE: 2706 SE 138th Ave 33

## Send payment To:

Multnomah County  
C/O Tax Title  
501 SE Hawthorne Blvd  
Portland OR 97214

Copperfield  
c/o The Management Trust - Oregon  
PO Box 97955  
Las Vegas, NV 89193-7955

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
7/1/2018	Assessment	356.87	356.87	Monthly General Assessment
7/2/2018	Payment	-356.87	0.00	5657231 ORAAFSLB-070218.aab
8/1/2018	Assessment	356.87	356.87	Monthly General Assessment

Pay This Amount: \$356.87

For any billing inquiries, please contact The Management Trust - Oregon at (503) 670-8111 and ask to speak to your HOA's Accounts Receivable Specialist.

Please visit us on the Web at [www.managementtrust.com](http://www.managementtrust.com)

PLEASE DETACH COUPON AND RETURN IT WITH YOUR PAYMENT

Pay online at [www.managementtrust.com](http://www.managementtrust.com)

## Copperfield

The Management Trust - Oregon  
PO Box 23099  
Tigard, OR 97281

Account Number:

919262

Payment Due By:

8/1/2018

Amount Due:

\$356.87

Amount Enclosed:

Please write your account number on check.

Multnomah County  
2706 SE 138th Ave 33  
Tigard, OR 97281



Copperfield  
c/o The Management Trust - Oregon  
PO Box 97955  
Las Vegas, NV 89193-7955

6693 001454 0000000000919262 MULTNOMAHOCO 035687 0

# Copperfield Adult Condominium Homeowner Association

c/o The Management Trust - Oregon  
PO Box 23099  
Tigard, OR 97281

Account Number:

919263

Late After:

08/10/18

Amount Due:

\$58.58

Make checks payable to:

Copperfield Adult Condominium Homeowner Association

RE: 2706 SE 138th Ave 33

## Send payment To:

Multnomah County  
C/O Tax Title  
501 SE Hawthorne Blvd  
Portland OR 97214

Copperfield  
c/o The Management Trust - Oregon  
PO Box 97955  
Las Vegas, NV 89193-7955

DATE	TRANSACTION	AMOUNT	BALANCE	MEMO
7/1/2018	Special Assessment	58.58	58.58	Special Assessment
7/2/2018	Payment	-58.58	0.00	5657232 ORAAFSLB-070218.aab
8/1/2018	Special Assessment	58.58	58.58	Special Assessment

Pay This Amount: \$58.58

For any billing inquiries, please contact The Management Trust - Oregon at (503) 670-8111 and ask to speak to your HOA's Accounts Receivable Specialist.

Please visit us on the Web at [www.managementtrust.com](http://www.managementtrust.com)

PLEASE DETACH COUPON AND RETURN IT WITH YOUR PAYMENT

Pay online at [www.managementtrust.com](http://www.managementtrust.com)

## Copperfield

The Management Trust - Oregon  
PO Box 23099  
Tigard, OR 97281

Account Number:

919263

Payment Due By:

8/1/2018

Amount Due:

\$58.58

Amount Enclosed:

Please write your account number on check.

Multnomah County  
2706 SE 138th Ave 33  
Portland, OR 97236

Copperfield  
c/o The Management Trust - Oregon  
PO Box 97955  
Las Vegas, NV 89193-7955

6693 001454 0000000000919263 MULTNOMAHOCO 005858 0





**DATE:** October 2, 2017

**TO:** All Homeowners of Record  
In Copperfield Condominium

**FROM:** Board of Directors  
Copperfield Condominium Homeowners Association

**SUBJECT: NOTICE OF ANNUAL MEETING**

---

**All homeowners are hereby notified that the Annual Meeting of Copperfield Condominium Homeowners Association is called as follows:**

**DATE:** Wednesday, October 25, 2017

**TIME:** Sign-In at 7:00 PM; Call to Order at 7:15 PM

**PLACE:** Copperfield Clubhouse

**PURPOSE:** To transact association business, which may properly come before the meeting or any adjournment thereof

**SUMMARY** 1. Call to Order – 7:15 PM

**AGENDA:** 2. Report on Quorum

3. Approval of Minutes of 2016 Annual Meeting

4. Nominations & Election of Directors

5. Financial Report & Budget Review

6. President's Report

7. Announcement of Election Results

8. IRS Revenue Ruling 70.604

9. Adjournment

**\*BOARD MEETING TO IMMEDIATELY FOLLOW ANNUAL MEETING**

**A PROXY IS ENCLOSED FOR YOUR CONVENIENCE. PLEASE RETURN YOUR PROXY WHETHER OR NOT YOU PLAN TO ATTEND THE ANNUAL MEETING.**

<p><b>Contact Community Manager Kayleigh Farris with any questions, Call (503) 670-8111 x 5280 or e-mail <a href="mailto:kayleigh.farris@managementtrust.com">kayleigh.farris@managementtrust.com</a></b></p>
---

**PLEASE COMPLETE &  
RETURN THIS FORM**



The Management Trust

**COPPERFIELD CONDOMINIUM HOMEOWNERS ASSOCIATION  
ANNUAL MEETING  
WEDNESDAY, OCTOBER 25, 2017**

**PROXY**

**INSTRUCTIONS:** A quorum of at least 50% of Copperfield Condominium Owners must be represented at the Annual Meeting in person or by proxy to hold a legal meeting.

**If quorum is not met the meeting will be adjourned and called back to order with the reduced quorum of 20% per ORS 100.408.**

**Please complete and return this Proxy before noon October 25, 2017.** If you attend the meeting, you may reclaim your Proxy and vote in the usual manner.

---

**CHECK ONLY ONE:**

- [ ] **OPTION #1: Proxy Appointment:** I appoint the following as my proxy for the purpose of establishing meeting quorum and voting in election for Directors to the board. Name of Proxy: \_\_\_\_\_. If my Proxy fails to attend the meeting, this proxy may be reassigned to Chair Person.
- [ ] **OPTION #2:** To establish quorum only.

**IN WITNESS WHEREOF,**

I have executed this proxy on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

(Property address)

---

(Signature of Owner)

---

(Printed Name of Owner)

**NOMINATIONS:** On the back of this Proxy is a form to nominate candidates for election to the Association's Board of Directors. Four (4) positions will be filled at the meeting. If you wish to nominate the candidates of your choice, please fill out the enclosed form.

**Additional Proxy information can be found on the Web Portal using your individual Web access sign-in code at [www.managementtrust.com](http://www.managementtrust.com).**

<p><b>E-mail Proxies to <a href="mailto:jenna.roberts@managementtrust.com">jenna.roberts@managementtrust.com</a>, Mail in the enclosed postage-paid envelope or Fax to (503) 670-0775.</b></p>
--

**COPPERFIELD CONDOMINIUM HOMEOWNERS ASSOCIATION  
ANNUAL MEETING  
WEDNESDAY, OCTOBER 25, 2017**

**NOMINATIONS TO THE BOARD OF DIRECTORS**

I nominate the following homeowners to be considered at the Annual Meeting for election to the Board of Directors of the COPPERFIELD CONDOMINIUM HOMEOWNERS ASSOCIATION:

**Name of Nominated Owner(s)**

**Address & Telephone Number(s)**

\_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Printed Name of Owner)

**CURRENT BOARD**

**Open Position**

**Rosemary DeLeon – Term Ending 2018**

**Open Position**

**Leonard Rosenfeld – Term Ending 2018**

**Eric Peterson – Term Ending**

**Janet Buckner – Term Ending 2019**

**Dennis Mayfield – Term Ending**

**Beverly Robinson – Term Ending 2019**

**Val Lindsay – Term Ending 2019**

- 
- 1. You may use this form to place your own name into nomination or to nominate another homeowner.**
  - 2. Please complete the Proxy and Nomination Form and mail it in the self-addressed, stamped envelope or e-mail before noon October 25, 2017.**

## **Copperfield Adult Condominium Homeowners Association**

*September 27, 2017, 7 pm*

### **Board Meeting Minutes**

**Board Members Present:** Beverly Robinson, Eric Peterson, Leonard Rosenfeld, Rosemary DeLeon, Dennis Mayfield

**Board Members Absent:** Janet Buckner, Val Lindsey

**Others Present:** Yolanda from City of Portland, Michelle Lehnertz

The meeting started at 7:09 pm.

1. Yolanda from the City of Portland was here to talk to us about various issues.
2. Eric made a motion to accept the minutes as presented. Leonard seconded. Motion approved.
3. Eric made a motion to accept the financial statement as presented. Leonard seconded. Motion approved.
4. The annual homeowners meeting will be 10/25 at 7 pm.
5. The meeting went to executive session at 8:24 pm.
6. Dennis made a motion to adjourn. Rosemary seconded. Motion approved.

The meeting ended at 8:40 pm.

Submitted,

Eric Peterson, Secretary