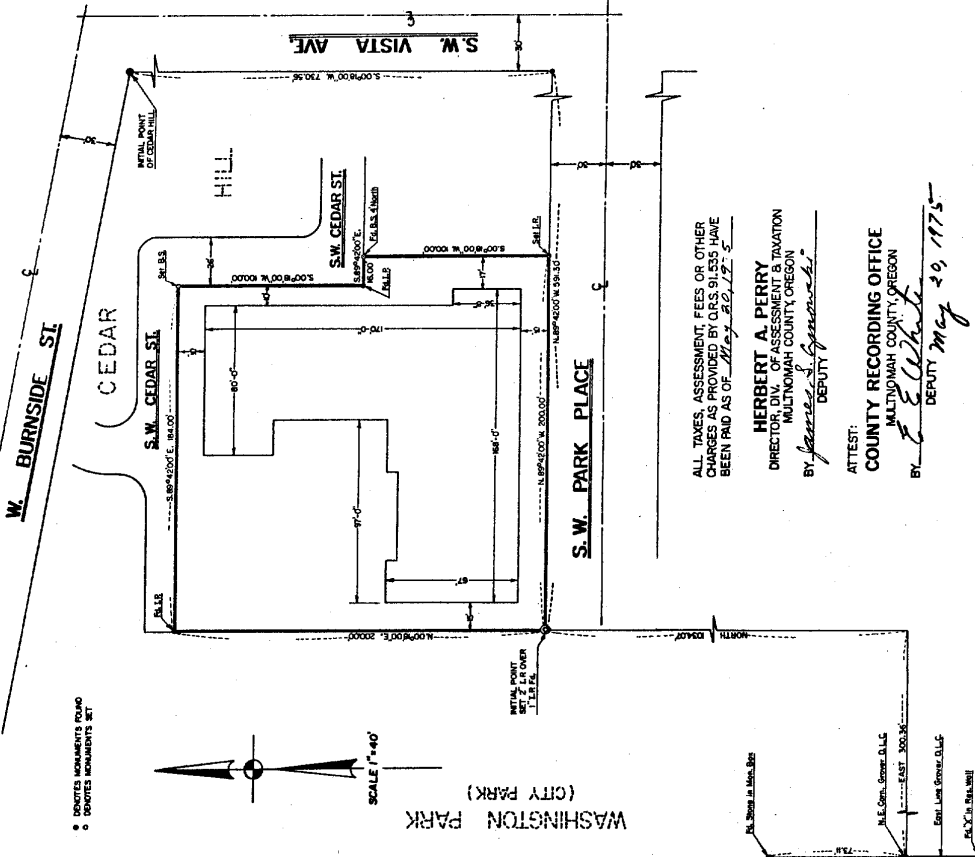


"TWENTY-THREE, NINETY-THREE PARK PLACE" CONDOMINIUM

"A REPLAT OF LOTS 48 THROUGH 53, 69 AND 70, CEDAR HILL"
 SITUATED IN THE S.W. 1/4 SECTION 33, T.1N, R.1E, W. 1M.
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREG.
 ZAROSINSKI-TATONE ENGINEERS, INC.
 1924 S.E. 6TH AVE. PORTLAND, ORE.



MAP 3027
 out of All of Lots 48 thru 53 + lots 69 + 70
 Cedar Hill

DECLARATION

I, J. EVGENE POPMA, PRES. OF ZAROSINSKI-TATONE ENGINEERS, INC. DOES HEREBY MAKE ESTABLISH AND DECLARE KNOW ALL MEN BY THESE PRESENTS THAT AMERICAN CONDO. INC. HAS A CORRECT MAP OF THE LAND OWNED AND LAYED OUT BY HIM AS "TWENTY-THREE, NINETY-THREE PARK PLACE" A CONDOMINIUM AS DESCRIBED IN THE SURVEYORS CERTIFICATE HERETO ANNEXED AND THEY DO HEREBY COMMIT SAID CONDOMINIUM TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAYED OUT IN CHAPTER 91, OREGON REVISED STATUTES.

J. EVGENE POPMA, PRES.
 VINCENT J. POPMA SEC.

ACKNOWLEDGEMENT:

STATE OF OREGON } S.S.
 COUNTY OF MULTNOMAH }
 BE IT REMEMBERED THAT ON THIS 11 DAY OF APRIL 1975 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON PERSONALLY APPEARED J. EVGENE POPMA, PRES. OF ZAROSINSKI-TATONE ENGINEERS, INC. PERSONALLY AND HE BEING FIRST DULY SWORN, DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE FOREGOING DOCUMENT FREELY AND VOLUNTARILY, IN TESTIMONY WHEREOF I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THIS 11 DAY AND YEAR FIRST IN THIS CERTIFICATE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF OREGON, MY COMMISSION EXPIRES 23 July 1976.

SURVEYOR'S CERTIFICATE:

MULTNOMAH COUNTY, OREGON, BEING FIRST DULY SWORN BEFORE AND SAY THAT I HAVE CORRECTLY SURVEYED AND LAYED OUT THE LANDS REPRESENTED ON THE MAP HERETO ANNEXED AS "TWENTY-THREE, NINETY-THREE PARK PLACE" LOCATED IN THE S.W. 1/4 SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN AND BEING A PORTION OF CEDAR HILL, A RECORDED PLAT IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE INTERSECTION OF THE SOUTH LINE OF WEST BURNSIDE STREET WITH THE WEST LINE OF SOUTHWEST VISTA AVENUE SAID POINT BEING THE INITIAL POINT OF BEGINNING OF THE NINETY-THREE PARK PLACE HEREINAFTER DESCRIBED AS FOLLOWS, THENCE FROM SAID INITIAL POINT, NORTH 00°18'00" EAST ALONG THE WEST LINE OF SAID CEDAR HILL, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF SAID CEDAR HILL, THENCE SOUTH 89°42'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 160.00 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF SAID CEDAR HILL, AND THE WEST LINE OF SAID VISTA AVENUE, A DISTANCE OF 200.00 FEET ALONG THE EAST LINE OF SAID CEDAR HILL, AND THE NORTH LINE OF SOUTHWEST PARK PLACE, THENCE NORTH 89°42'00" WEST ALONG THE SURFACE OF THE RANGE OF 59.50 FEET TO A 2 INCH BY 3/8 INCH GALVANIZED IRON PIPE DRIVEN 6 INCHES BELOW THE SURFACE OF THE RANGE OF 59.50 FEET FROM THE CEDAR HILL, SAID POINT BEING NORTH 10°18'00" WEST ALONG THE SURFACE OF THE RANGE OF 59.50 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF SAID CEDAR HILL, THENCE SOUTH 89°42'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 160.00 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF SAID CEDAR HILL, THENCE NORTH 89°42'00" WEST ALONG SAID NORTH LINE A DISTANCE OF 200.00 FEET TO THE INITIAL POINT OF BEGINNING OF THE ABOVE DESCRIBED "TWENTY-THREE, NINETY-THREE PARK PLACE" HEREINAFTER DESCRIBED AND SWORN TO BEFORE ME THIS 22 DAY OF APRIL 1975.

NOTARY PUBLIC FOR THE STATE OF OREGON, MY COMMISSION EXPIRES 26/11/75.

I HEREBY CERTIFY THE ACCOMPANYING TRACING TO BE AN EXACT COPY OF THE ORIGINAL PLAT OF "TWENTY-THREE NINETY-THREE PARK PLACE"

APPROVED 4-25-75
 CITY OF PORTLAND
 BUREAU OF BUILDINGS

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH CO., OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR, DIV. OF ASSESSMENT & TAXATION
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 COUNTY RECORDING OFFICE
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY

APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY

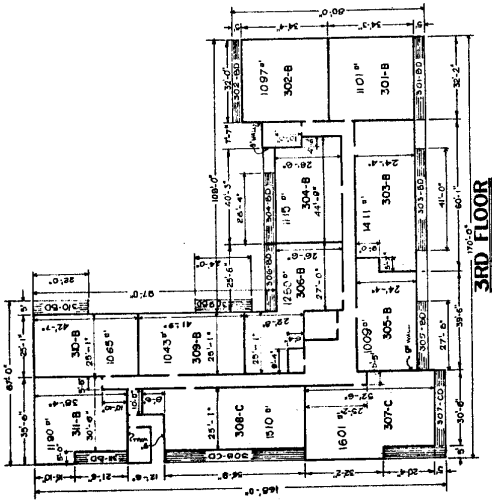
APPROVED 4-23-75
 DIRECTOR OF PUBLIC WORKS
 MULTNOMAH COUNTY, OREGON
 DEPUTY



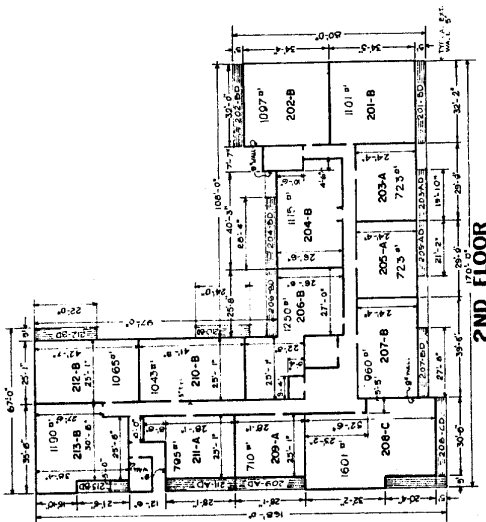
MAY 2 1975-9 00 AM
 MULTNOMAH COUNTY, OREGON
 67114
 E. Whit

A.

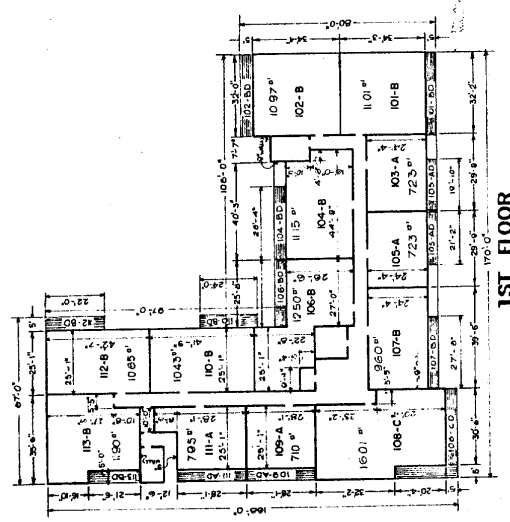
NOTE:
 ALL INTERIOR PARTY WALLS ARE 7" WIDE. ALL
 EXTERIOR WALLS ARE 5" WIDE UNLESS OTHERWISE
 NOTED.
 OVERALL DIMENSIONS ARE EXTERIOR, ALL OTHER
 DIMENSIONS ARE INTERIOR.
 LIMITED COMMON AREA - PATIOS:
 PATIO AREA OF EACH UNIT
 ADJACENT THERE TO IDENTIFIED IN DE-
 CLARATION WITH LETTER "D" FOLLOWING
 UNIT NUMBER



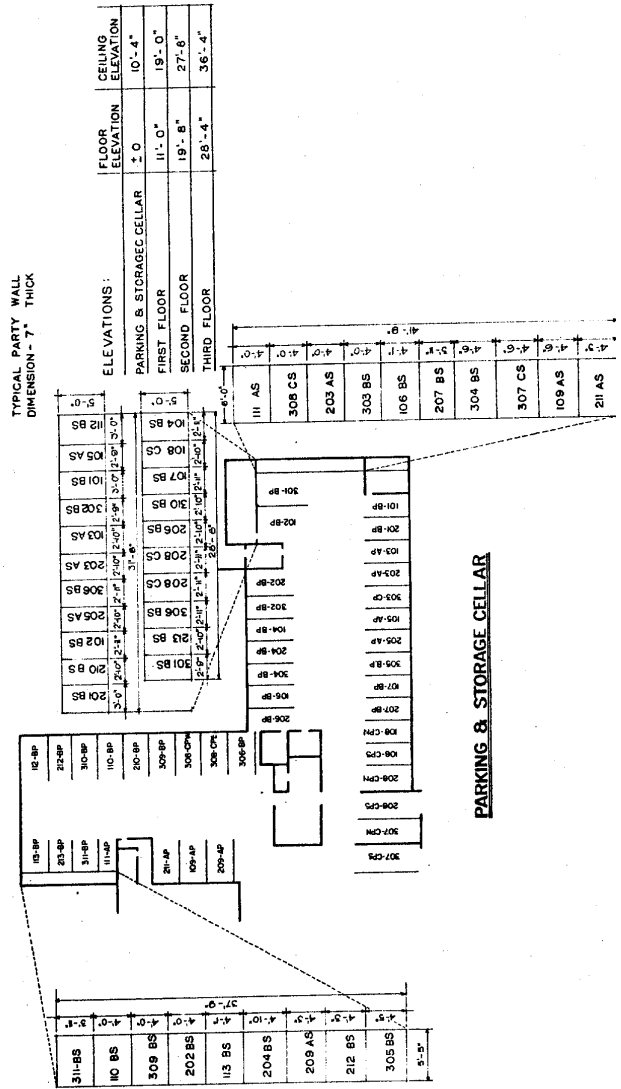
3RD FLOOR



2ND FLOOR



1ST FLOOR



PARKING & STORAGE CELLAR

TYPICAL PARTY WALL
 DIMENSION - 7" THICK

FLOOR	CEILING ELEVATION
PARKING & STORAGE CELLAR	± 0
FIRST FLOOR	11'-0"
SECOND FLOOR	19'-8"
THIRD FLOOR	28'-4"
	36'-4"

ELEVATIONS:

PARKING & STORAGE CELLAR ± 0
 FIRST FLOOR 11'-0"
 SECOND FLOOR 19'-8"
 THIRD FLOOR 28'-4"
 36'-4"

August 21, 1991

AMENDED
BYLAWS OF

BOOK 2488 PAGE 332

2393 PARK PLACE CONDOMINIUM

ASSOCIATION

SECTION 1. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land, all buildings, improvements and structures constructed thereon.)

SECTION 2. Acquisition of a unit in this project shall automatically make the purchaser a member of the Association ("Association" means the Association of Unit Owners of Twenty-Three Ninety-Three Park Place) and make him/her subject to these Bylaws and to all rules and regulations which may be specified hereunder.

SECTION 3. Association Office. The office of the Association shall be located at 2393 S.W. Park Place, Portland, Oregon 97205, or at such other place as the Board of Directors may designate.

SECTION 4. UNIT OWNERS

4.1 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held on the 1st Sunday in March, at the hour of 4:00 p.m. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5.2 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them. In case of a procedural challenge, New Robert's Rules of Order will be followed, unless suspended by a majority.

4.2 Special Meetings. Special meetings of the unit owners, for any purpose or purposes, may be called by the chairman or by a majority of the Board of Directors, and shall be called by the chairman at the request of not less than one-fourth of the unit owners entitled to vote at the meeting, based on the voting percentages as set forth in the Declaration of Unit Ownership for TWENTY-THREE NINETY-THREE PARK PLACE.

4.3 Place of Meetings. The office of the Association shall be the place of meeting for all annual and special meetings of the unit owners unless otherwise designated.

4.4 Notice of Meetings. Except in cases of emergency, written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the chairman, or the secretary, or the officer or persons calling the meeting, to each unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the unit owner at his residence address, with postage thereon prepaid.

4.5 Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

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4.6 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 4.5 shall constitute a quorum.

4.7 Proxies. Votes may be cast in person or by proxy in writing. Proxies must be filed with the secretary before the appointed time of each meeting.

4.8 Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time without further notice until a quorum can be established.

4.9 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 directors
- G. Unfinished business
- H. New business

SECTION 5. BOARD OF DIRECTORS

5.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors, all of whom must be owners of units in the project.

5.2 Number, Tenure and Qualifications. The number of Directors of the Association shall be five. Each Director shall hold office for a two-year term until the second annual meeting of unit owners following his/her election and upon the election and qualification of his/her successor. Three Directors will be elected each odd year and two Directors each even year.

5.3 Nominations. Each year the Board shall appoint three members of the Association to serve as a Nominating Committee (not later than November 15). The Chairperson of the committee shall be a present or past member of the Board. The committee shall solicit nominations from all unit owners. The committee shall attempt to present a slate of nominees twice the number of vacancies to be filled each year. Additional nominations may be presented to the Nominating Committee, or at the Annual Meeting.

5.4 Regular Meetings.

A. 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, telegraph or other similarly reliable method, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

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8. Notice to Association Members of Board of Directors Meetings. For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place on the Condominium property at least three (3) days prior to the meeting or notice shall otherwise be provided to each member of the Association reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Unit Owners.

5.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the chairman of the Board of Directors or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting called by them.

5.6 Notice of Special Meeting of Board of Directors. Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his residence or business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Directors may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.7 Quorum of Directors. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice until a quorum can be established.

5.8 Manner of Directors Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.9 Vacancies on the Board of Directors. Any vacancy occurring in the Board of Directors due to resignation or extended absences of a Director may be filled by the affirmative vote of a majority of the remaining Directors through less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors or by reason of the removal of one or more Directors shall be filled by election at an annual meeting or at a special meeting of the unit owners called for the purpose.

5.10 Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.11 Removal of Directors. All or any number of the Directors may be removed with or without cause at a meeting expressly called for that purpose by a vote of a majority of the unit owners then entitled to vote at an election of Directors. Any Director who ceases to be a unit owner shall cease to be a Director.

5.12 Compensation of Directors. Financial compensation to Directors may be proposed by the Board but must be ratified by a majority of unit owners. All such approved sums paid to Directors shall be common expenses.

5.13 Directors Shall Engage Manager. The Board of Directors shall engage the services of an individual or a firm to act as manager and shall instruct such manager to employ such other personnel as may be necessary from time to time for the maintenance, upkeep and repair of the common elements. The Board of Directors shall determine the compensation to be paid to such manager and to such other personnel, and such compensation shall constitute a common expense.

5.14 Directors to Adopt Administrative Rules and Regulations. The Board of Directors shall from time to time adopt such administrative rules and regulations, in addition to those stated in the Declaration of Unit Ownership for TWENTY-THREE NINETY-THREE PARK PLACE, as may be necessary or desirable to govern the details of the operation and use of the common elements. It may, by such administrative rules and regulations, adopt restrictions, in addition to those hereinafter set forth, on and requirements respecting the use and maintenance of the units and the use and maintenance of the common elements as are desirable to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners.

Administrative rules currently in effect are:

- A. The House Rules
- B. Statement on Financial Responsibility for Insurance Losses
- C. Owner's Responsibility for Common Area Keys

Changes in and additions to administrative rules require action by a majority of the Board. Except in cases of emergency, owners will be given at least 30-days notice before implementation of rule changes. The Board, or by its directive, the contracted management firm, will provide each unit owner with a complete set of administrative rules currently in effect.

SECTION 6. OFFICERS

6.1 Number. The officers of the Association of Unit Owners shall be a chairman of the Board of Directors, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. No two offices may be held by the same person.

6.2 Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the unit owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner herein provided.

6.3 Removal. Any officer elected or agent designated by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term. (See also Section 5.9)

6.5 Chairman of the Board of Directors. The chairman of the Board of Directors shall, when present, preside at all meetings of the unit owners and of the Board of Directors and shall perform all duties incident to such office and such other duties as may be prescribed by the Board of Directors from time to time. He/She shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. He/She shall sign, with the secretary or any other proper officer of the Association duly authorized by the Board of Directors, and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed.

6.6 Secretary. The secretary shall:

- A. Keep the minutes of the meetings of unit owners and Board of Directors in one or more books provided for that purpose.
- B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- C. Be custodian of the Association records.
- D. In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the chairman or by the Board of Directors.

6.7. Treasurer. If required by the Board of Directors, the treasurer at the cost of the Association, shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall:

- A. Have charge and custody of and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- B. In general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the Board of Directors.

6.8 Delegation of Responsibilities. All or part of the above responsibilities (6.5 and 6.6) may by action of the Board be delegated to a contracted manager or management firm with the limitation that authorized expenditures on behalf of the Association by said delegate which exceeds funds at hand for any clearly designated category of the Association's operating budget, require explicit direction by the Board.

6.9 Salaries. Salaries for Officers may be proposed by the Board but must be ratified by a majority of unit owners.

SECTION 7. BUDGET, EXPENSES AND ASSESSMENTS - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Budget. The Board of Directors shall prepare annually an operating budget for the Association. Unit owners shall be assessed a monthly fee to cover the projected budget which shall be in proportion to the percentage of their ownership as set forth in the "Declaration of Unit Ownership". The monthly assessment shall also include an amount determined annually by the Board for a "Replacement Reserve Account" for replacement of common area components which must be replaced on a periodic basis. The budget shall be presented to the unit owners in the Board's Annual Report at the annual meeting. The Treasurer or the contracted management firm will prepare each month for each member of the Board a current financial statement, reflecting the HOA's current and accumulated income, expenses and obligations.

7.2 Assessment of Common Expenses. Obligation to pay. All unit owners shall be obligated to pay common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration. Assessments may not be waived due to limited or nonuse of the common elements, and no unit owner may offset amounts owing or claimed to be owing by the Association to the unit owner against such unit owner's obligation to pay assessments. The Board shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him/her for more than thirty (30) days from the due date for its payment. An itemized statement of common expenses shall be prepared in such manner as the Board of Directors shall determine, which will be part of the written report to each unit owner and will be presented at the Annual Meeting.

7.3 Duties of Board of Directors - Special Assessments. The Board has sole jurisdiction over expenditures from designated reserve accounts. Board approved expenditures over and above those budgeted for, which are needed for the maintenance of the integrity, security or legal requirements of the project, are common expenses and will be charged to the members of the Association by special assessment according to percentage ownership. Expenditures for specified capital improvements proposed by the Board after consultation with members must be approved as a special assessment by vote of two-thirds (66.67%) (according to voting percentages) of all unit owners (see 7.7). Such funds must be used for the specific approved project. Approval of a special assessment shall serve as the Association's directive to the current and successive boards for carrying the approved project to completion in due time and within the limits of the approved budget.

7.4 Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

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7.5 Loans. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the affirmative vote of TWO-THIRDS (66.67%) of the unit owners. Such authority may be general or confined to specific instances.

7.6 Checks, Drafts, Vouchers, etc. All checks, drafts, vouchers, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors.

7.7 Financial Encumbrances For Capital Improvement.

A. The Board of Directors is authorized to make capital improvements that are mandated periodically by the Association's insurance underwriter and State/City Occupancy Codes and to obligate the Association for payment of these improvements.

B. The Board of Directors may authorize expenditures not to exceed FIVE THOUSAND DOLLARS (\$5,000) per annum for common area capital improvement projects other than those mandated under (A) above.

C. No financial obligations in excess of the above defined Board authorizations for capital improvements shall be incurred by the Board on behalf of the unit owners unless authorized by resolution of the Board and approved by affirmative vote of TWO THIRDS (66.67%) of the Association membership. Unit owners shall be notified in writing prior to implementation of all proposed capital improvement projects. Assessment and payment schedules for all capital improvement projects shall be authorized by the Board of Directors.

7.8. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

7.9 Collecting Unit Owners' Shares of Common Expenses. Unit owners' shares of common expenses shall be collected monthly by the Treasurer of the Association or as delegated by the Board of Directors to a hired agent. Each unit owner shall be entitled to receive at least once a year an itemized statement of common expenses (the budget) as approved by the Board.

7.10 Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as it deems necessary to cover such risks as they pertain to the common elements as part of the Association's common expenses. Specific restrictions of the Association's insurance coverage and unit owners liabilities are outlined in a separate administrative rule (Section 5.13) "Financial Responsibility for Insurance Losses".

7.11 Insurance Certificates. Certificates of insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered, upon request, by the Board of Directors to all unit owners and their mortgagees at least ten (10) days prior to the expiration of the then current policies.

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7.12 Annual Income and Expense Statement. The Board of Directors shall cause to be prepared an annual income and expense statement and a balance sheet. Within 90 days after the end of each fiscal year, the Board of Directors shall distribute to each unit owner a true and complete copy of the annual income and expense statement and balance sheet.

7.13 Annual Report. The Board of Directors shall cause the annual report required by ORS 100.250 (as may be amended or renumbered) and in the form required by ORS 100.260 (as may be amended or renumbered) to be filed with the office of the Oregon Secretary of State.

SECTION 8. MAINTENANCE AND REPAIRS.

8.1 Prompt Repairs. 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 unit owners, said unit owner shall be expressly responsible for the damages and liabilities resulting from his failure to do so.

8.2 Expenses - Unit Interior. All repairs or installations performed within the interior space of a unit, including but not limited to water, light, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories or fixtures belonging to the unit area shall be at the unit owner's expense.

8.3 Reimbursement by Unit Owner. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged by said owner or their tenants.

SECTION 9. RESTRICTIONS ON CONDUCT.

In general to the general restrictions set forth below, specific restrictions and rules are contained in the current House Rules and Administrative Rules as issued by the Board under Sec. 5.14. These House Rules and Administrative Rules are subject to change by Board action. They are binding on all unit owners.

9.1 Advertisements. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

9.2 Noise. No owner or occupant shall make or permit any disturbing noises to be made in the building or on the premises by himself, his family, friends, tenants, servants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like in the demised premises between the hours of 11:00 p.m. and 7:00 a.m., if the same shall disturb or annoy other owners or occupants of the building. Those unit owners keeping domestic animals shall abide by the municipal sanitary regulations and reasonable objections by two other owners will give the Board the right to ban the animal from the project.

9.3 Garments, Rugs, Laundry. It is prohibited to hang garments, rugs, laundry, etc., from the windows, patios, walls, fences, railings or in parking areas or spaces in the project.

9.4 Dusting. It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

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

9.6 Wiring Installations. No unit owner shall install wiring for electrical or telephone installations, television antenna, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls of the roof of the project except as authorized by the Association.

9.7 Antennas. No exterior antennas shall be allowed except those installed by the Association.

9.8 Vehicle Parking. Parking of boats, trailers, motorcycles, trucks, motorhomes, truck campers, and like equipment shall be allowed only within the confines of the unit owners restricted parking space and no portion of said equipment shall project beyond said parking space, except that if other space is available the unit owner may rent the same for such purposes from an owner or the Association upon such terms and conditions imposed by the lessor and all other parking of equipment shall be prohibited.

9.9 Recreational Facilities. Unit owners and their guests shall observe and obey the rules established by the Board of Directors, as amended from time to time for the control and use of all recreational facilities including, but not limited to the swimming pool.

9.10 Storage of Personal Property. Storage of personal property of unit owners is limited to their units and to the assigned storage lockers. The use of common areas for storage or personal belongings is subject to approval by the Board.

SECTION 10. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Each director and officer of the Association now or hereinafter in office and his/her heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses and amounts or liability therefore, including counsel fees reasonably incurred by or imposed upon him/her in connection with or resulting from any action, suit, proceeding or claim to which he/she may be made a party, or in which he/she may be or become involved by reason of his/her acts or alleged acts of omission or commission as such director or officer, or, subject to the provisions hereof, any settlement thereof, whether or not he/she continues to be such director or officer at the time of incurring such costs, expenses, or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his/her duty as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling such suit, action, proceeding, or claim when in the judgment of the Board of Directors the settlement and reimbursement appear to be for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive to any and all other rights to which any such director or officer may be entitled under any agreement, vote of unit owners, or otherwise.

12-18-91

SECTION 11. AMENDMENTS

Amendments to these Bylaws may be proposed by resolution of the Board of Directors at any time. Amendments to the Bylaws may also be proposed at any meeting of the unit owners. No amendment of the Bylaws proposed in either of such ways shall be effective unless approved by two-thirds (66.67%) of the unit owners, based on their voting percentages as set forth in the Declaration of Unit Owner, for TWENTY-THREE NINETY-THREE PARK PLACE, and until a copy of the Bylaws, as amended, certified by the Chairman and Secretary of the Association of Unit Owners, is recorded.

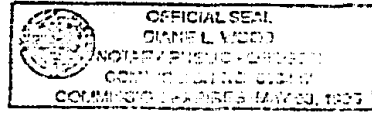
SECTION 12. COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law. O.R.S. 100.005, et. seq.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 21st day of August, 1991.

[Signature]
Name

STATE OF OREGON)
) ss.
County of Multnomah)



Subscribed to before a Notary Public for the State of Oregon on the date hereof by the abovenamed Grantor, who did declare that his(her) execution thereof was his(her) free act and deed.

122062

STATE OF OREGON }
Multnomah County }
is
a Deputy for the Recorder of Counties, and by
his County authority, certifies that the instrument of
writing is a correct and true copy of the original
of his County.
91 DEC 18 AM 10: 21
NOTARY PUBLIC SECTION
MULTNOMAH CO. OREGON
In Book On Page
BOOK 2488 PAGE 332
Witness my hand and seal of office at this
Recorder of Counties

[Signature]
Notary Public for Oregon
My Commission Expires: 5-03-95



CONDOMINIUM MANAGEMENT, INC.

Camelot Court
278 S.W. Arthur Street
Portland, Oregon 97201

12-18-91

After recording this document, please return it to:
2393 Park Place Condominium
C/O Condominium Management, Inc.
278 SW Arthur Street
Portland, OR 97201

2393 PARK PLACE

CONDOMINIUM HOMEOWNERS ASSOCIATION

A Private Residential Community
2393 SW Park Place, Portland, Oregon 97205

HOUSE RULES

Property of 2393 Park Place Condominium Homeowners Association
DO NOT REMOVE FROM UNIT

DEC 16 1992

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DEC 16 1992

2393 PARK PLACE CONDOMINIUM

2393 SW PARK PLACE
PORTLAND, OREGON 97205

TO ALL OWNERS AND RESIDENTS OF
2393 PARK PLACE CONDOMINIUM

Attached are House Rules which have been formulated for 2393 Park Place Condominium in accordance with the Condominium Declaration. You are requested to review them carefully. These rules, while lengthy, are necessary for the preservation of a pleasant living environment, as well as the protection of your investment and control of maintenance costs.

The Board of Directors have the responsibility of enforcing these rules, and we hope you will cooperate with them fully.

Living in close proximity with others requires consideration and a sense of responsibility for your actions. We have a lovely property, and it will remain that way with your help and cooperation.

DEC 16 1992

2393 PARK PLACE ADMINISTRATIVE RULES
AS REVISED BY VOTE OF THE DIRECTORS

OCTOBER 1992

The Board of Directors of the Association, in accordance with the Bylaws, may supplement these rules from time to time as may be deemed necessary for the safety, care, and cleanliness of the complex, and for serving the health, comfort and convenience of all the owners thereof.

I. PARKING, PARKING STALL, AND GARAGE AREA

1. Parking stalls on the lobby level are limited common elements owned by specific persons for their exclusive use. These stalls shall not be used or occupied by others except by permission of their owners.
2. Only wheeled vehicles shall be parked in stalls. Household goods, auto accessories, and other items shall not be kept in or around parking stalls on either a temporary or permanent basis.
3. For safety, the speed limit in the garage area is 5 MPH.
4. The riding of motorcycles, motorbikes, and bicycles in the garage and entry areas is prohibited at all times. Riders will walk these vehicles in and out of these areas.
5. Parking in the lobby area, Taxi-Loading Zone, is prohibited except to load and unload passengers, and for brief delivery of milk, mail, laundry, and United Parcel. A ten minute limit applies.
6. For your own safety, it is important that cars be locked in the garage areas and all doors into or out of the garage, locked, and lobby areas must be closed and locked after use.
7. It is the responsibility of owners to maintain their vehicles parked in their allotted spaces in such condition as to keep the leakage of oil, brake fluid, etc., on the floor to an utmost minimum. The manager shall alert owners of the need for remedial action.

II.

STORAGE LOCKERS

1. Nothing of a volatile, inflammable, or odorous nature shall be stored in any lockers.
2. Lockers, and the safeguard thereof, are the full responsibility of the locker owner. The Association will not be responsible for loss of any property therein due to theft, damage, fire, mysterious disappearance or any other cause whatsoever.

III.

REFUSE DISPOSAL

1. All waste material and refuse, which is not disposable in individual units, shall be wrapped and contained securely in strong plastic bags placed in bags securely stapled, sewed or rolled materials shall not be placed in the chute.
2. Inflammable or volatile material shall not be thrown down the chute.
3. Heavy items, cartons, bottles, and glass containers shall not be dropped down the chute, but may be left in laundry room containers for transfer to the garbage room.
4. Trash and packages which are too large for disposal in the chute shall be carried to the garbage room in the garbage.
5. A Goodwill barrel is available in the first floor laundry room.

IV.

POOL

1. Swimming in the pool is restricted to the period between 7:00 a.m. and 11:00 p.m.
2. Children may use the pool only when accompanied by, and during the continued presence of, a parent or adult member of the unit owned.
3. Running or unnecessary noise of any kind in the pool is prohibited.
4. Pets will not be permitted in the pool area.

- 5. Pool area equipment or furniture will not be reserved or removed from the pool area.
- 6. Persons having any skin disease, sore or inflamed eyes, nasal or ear discharges, or any open sores are prohibited from entering the pool.
- 7. No radio, television, recorder, guitar, or other electronic or musical instrument will be played in the pool area, except for Board approved functions.
- 8. Towels, clothing, or other items will not be placed on fences.
- 9. Persons leaving the pool area to return to their unit shall insure that they are dry; that all sand or dirt have been removed from their feet; and all personal belongings have been removed from the pool area.

V. PETS

- 1. Animals, when not in the owner's unit, shall be kept on a leash, or restrained in other ways, at all times to conform with the City and County law. No pets are permitted in the elevator. Pets are prohibited in the main entrance and lobby. Dogs are not permitted pets.

VI. GENERAL OCCUPANCY

- 1. Each resident owner shall furnish the resident manager with pertinent information for use in an emergency. This should include names and telephone numbers of relatives or close friends. Keys to each unit shall also be provided to the manager, and retained by him, for use in a possible emergency.
- 2. Residents who require movement of household effects in or out of the complex, shall coordinate such movement in advance with the manager. Movement of household effects shall be restricted to the period from 8:00 a.m. to 4:00 p.m.
- 3. Damage to any part of the complex, including but not limited to the elevator, hallway walls, furniture, furnishings, or equipment of the building, by any unit owner shall be the responsibility of the owner and such damage will be repaired or replaced at the expense of the owner.

- 4. Food and beverages will not be consumed in any common areas, except the pool with the use of non-breakable containers.
- 5. Children shall not be permitted to run or play on the stairways or in or about the halls, lobby, or elevator. Wheeled vehicles are not allowed in the elevator or hallways.
- 6. Quiet hours are defined as the period between 11:00 p.m. and 7:00 a.m. During such quiet hours, there shall be no noise whatsoever audible outside of any unit, with particular regard to parties, conversation and the playing of any musical instrument, radio, television set, or other electronic equipment.
- 7. During quiet hours, the use of washers and dryers in the laundry rooms is prohibited. The use of disposals, dishwashers, or washing machines should be avoided during such hours and must be stopped upon the request of another unit owner.
- 8. Rugs, mats, and similar items shall not be beaten, shaken, or dusted in any of the common areas.
- 9. No objects of any kind whatsoever shall be placed in any of the hallways unless specifically authorized by the Board, including but not limited to shoes, plants, packages, sculptures, flowers, door mats, and decorator items.
- 10. Fire doors shall be closed at all times to conform with City and County fire regulations with the exception that the manager may leave certain doors open temporarily when ventilation is required.
- 11. No structural changes shall be permitted to take place without the knowledge and approval of the Association Board.
- 12. Building permits must be obtained before construction of a permanent nature.
- 13. All problems pertinent to your unit or common areas should be relayed through the manager to the Association Board, except for repairs within your individual unit.
- 14. Personal property of any kind shall not be placed in laundry rooms without authorization by the Board.

15. Work performed for individual owners by contractors or other workmen shall occur only during normal business hours, Monday through Friday, 8:00 a.m. to 6:00 p.m.; unless an emergency exists.
16. Any notices for general information are to be posted only in the laundry rooms located on each floor.

VII. DECKS - PATIOS

1. Nothing shall be hung on or from the deck railings which may detract from the outward appearance of the complex including but not limited to such items as bathing suits, towels, carpets, bedding, and mops.
2. Rugs, carpets, and mops shall not be beaten or shaken on decks, nor shall any dirt or rubbish be swept or thrown therefrom.
3. Waterproof containers shall be placed under all flower pots. Care in watering of plants and/or sweeping or mopping of decks will be exercised to prevent seepage or dirt from fouling other units.

VIII. SERVICES BY THE MANAGER

1. The specification of duties of the manager is the sole responsibility of the Board of Directors.
2. Owners may negotiate for personal services by the manager (e.g. during their absence) directly with the manager. Fair compensation for such extra services is the responsibility of owners. The manager is at all times free to accept or reject requests for personal services at his convenience.

IX. OWNERS LEASING/SELLING

1. Owners planning to lease or sell their units are to notify the Board of Directors.

X. FINANCIAL RESPONSIBILITY FOR INSURANCE LOSSES

DEFINITION

The common areas of the 2393 Park Place Condominium shall be defined by the Homeowners Association (HOA) to be all components

of the building including but not limited to structural, plumbing, electrical, heating, mechanical, coverings, and finishes that terminate as applicable at the inner wall finishes of the outer walls of each condominium unit, excluding wall coverings.

OWNER RESPONSIBILITY

1. GENERAL

2393 Park Place unit owners shall be responsible for the total cost of repairing all damages to their unit and the common areas of the building which resulted directly or indirectly from their actions, from omissions or component malfunction within or associated with their units. Owner's responsibilities shall include total cost to repair other units that have been damaged by actions or happenings within an owner's unit or by the operation of owner-installed equipment directly or indirectly.

2. PLUMBING

The HOA shall be responsible for all plumbing problems that extend to the interior wall coverings of the outer walls of each unit. Damages caused directly or indirectly by but not limited to the malfunction of kitchen sinks, collectors, lavatories, dishwashers, garbage disposals, bath tubs, showers, washing machines, water heaters, heat pumps, and air conditioners shall be the total responsibility of each unit owner.

3. ELECTRICAL

The HOA shall be responsible for all electrical problems that extend to and include the basic control panel for each unit. Unit owners shall be responsible for the total cost of repair for all electrical problems and resultant damages that occur in their or adjacent units due to malfunctioning of any installed or moveable electric light, apparatus or appliance, misuse or owner initiated alterations made to the original circuitry or alterations to the electrical control panel that do not comply with state or city electrical code regulations.

4. FIRE - WATER - FORCE

Unit owners shall be responsible for the total cost of repairing all damages to their or other units and common areas of the building caused by fire, water, and forces that originate within their units, i.e., fights or forceful events or happenings.

5. STRUCTURAL - MECHANICAL

The HOA shall be financially responsible to unit owners for damages caused to their units by common area component failures, i.e., mechanical malfunctions, roof leaks or structural failures.

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FINANCIAL RESPONSIBILITIES

The HOA financial responsibility to the unit owner shall be limited to that cost that is necessary to repair or replace damaged items to a grade level equal to original construction specifications to a grade level equal to original construction assessment. Unit owners who have upgraded certain components of their units beyond original construction specifications and have added mechanical and structural components, shall assume financial responsibility for the difference in the cost of replacement of the damaged item as specified in the original contract by past or present owners. Maintenance of Board items specified in the original contract, such as deck enclosures, are the sole financial responsibility of the unit owners.

XI. OWNERS RESPONSIBILITY FOR LOBBY AND OTHER COMMON AREA KEYS

Whenever keys are lost by or stolen from an owner, whenever it is reasonable to assume that the finder or the thief might be able to identify the address, thus providing possible unauthorized access to our property and creating a common security risk, the following steps must be taken by the owner:

1. Notify the live-in manager or in his absence, a member of the Board, immediately.
2. Work out with the manager a time, as soon as possible, when the relevant locks (lobby, security gate and/or storage locker room and staircase doors) will be changed and new keys can be distributed to the members of the Association.
3. All costs incurred to restore security to the building and to provide all owners with key copies of the changed keys must, unfortunately, be borne by the owner who lost his/her keys.

This policy is consistent with a clear definition of the limits of the Homeowners Association's financial obligations relative to damage or nuisance caused to the common area or other owners' units by any action or operation of equipment under the control or ownership of a unit owner.

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STATE OF OREGON }
Multnomah County }

59

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

92 DEC 16 AM 10: 01
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book On Page

BOOK 2625 PAGE 2451

witness my hand and seal of office affixed

Recorder of Conveyances

C Swick

Deputy

copy

DEC 16 1992

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TAC-400826

BOOK

EXHIBIT "B"

BOOK 923 PAGE 118

BYLAWS OF

TWENTY-THREE NINETY-THREE PARK PLACE CONDOMINIUM

Section 1. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land, all buildings, improvements and structures constructed thereon).

Section 2. Acquisition of a unit in this project shall automatically make the purchaser a member of the Association ("Association" means the Association of Unit Owners of TWENTY-THREE NINETY-THREE PARK PLACE) and signify that these Bylaws are accepted, ratified and will be complied with.

Section 3. Association Office. The office of the Association shall be located at 1110 Cascade Building, Portland, Oregon 97204, or at such other place as the Board of Directors may designate.

Section 4. Unit Owners.

4.1 Annual Meeting. The first annual meeting of the Association shall be held on _____, at the hour of 3:00 p.m. Thereafter the annual meetings of the Association shall be held on the first Saturday of March, at the hour of 3:00 p.m. each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5.2 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

4.2 Special Meetings. Special meetings of the unit owners, for any purpose or purposes, may be called by the chairman or by the Board of Directors, and shall be called by the chairman at the request of not less than one-fourth of the unit owners entitled to vote at the meeting, based on the voting percentages as set forth in the Declaration of Unit Ownership for TWENTY-THREE NINETY-THREE PARK PLACE.

4.3 Place of Meetings. The office of the Association shall be the place of meeting for all annual and special meetings of the unit owners.

4.4 Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the chairman, or the secretary, or the officer or persons calling the meeting, to each unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the unit owner at his residence address, with postage thereon prepaid.

4.5 Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

4.6 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 4.5 above shall constitute a quorum.

4.7 Proxies. Votes may be cast in person or by proxy in writing. Proxies must be filed with the secretary before the appointed time of each meeting.

4.8 Adjourned Meetings. If any meeting of owners cannot be organized 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 forty-eight (48) hours from the time the original meeting was called.

4.9 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 directors

BOOK 4 27 10 11

BOOK

G. Unfinished business.

BOOK 923 PAGE 120

H. New business.

Section 5. Board of Directors.

5.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors, all of whom must be owners of units in the project.

5.2 Number, Tenure, and Qualifications. The number of Directors of the Association shall be five. Each Director shall hold office until the next annual meeting of unit owners following his election and upon the election and qualification of his successor.

5.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of unit owners. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

5.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the chairman of the Board of Directors or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting called by them.

5.5 Notice of Special Meeting of Board of Directors. Notice of any special meeting shall be given at least three days previously thereto by written notice delivered personally or mailed to each director at his residence or business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express

purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.6 Quorum of Directors. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

5.7 Manner of Directors Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.8 Vacancies on Board of Directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal of one or more directors shall be filled by election at an annual meeting or at a special meeting of the unit owners called for that purpose.

5.9 Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

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5.10 Removal of Directors. All or any number of the directors may be removed with or without cause at a meeting expressly called for that purpose by a vote of a majority of the unit owners then entitled to vote at an election of directors. Any director who ceases to become a unit owner shall cease to be a director.

5.11 Compensation of Directors. The directors may be paid such sums for the attendance at each meeting of the Board of Directors, or a stated salary as director, as the Board of Directors may by resolution determine from time to time. All such sums paid to directors shall be common expenses.

5.12 Directors Shall Engage Manager. The Board of Directors shall engage the services of an individual or of a firm to act as manager and shall instruct such manager to employ such other personnel as may be necessary from time to time for the maintenance, upkeep and repair of the common elements. The Board of Directors shall determine the compensation to be paid to such manager and to such other personnel, and such compensation shall constitute a common expense.

5.13 Directors to Adopt Administrative Rules and Regulations. The Board of Directors shall from time to time adopt such administrative rules and regulations, in addition to those stated in the Declaration of Unit Owners for TWENTY-THREE NINETY-THREE PARK PLACE, as may be necessary or desirable to govern the details of the operation and use of the common elements, and may, by such administrative rules and regulations, adopt restrictions, in addition to those hereinafter set forth, on and requirements respecting the use and maintenance of the units and the use and maintenance of the common elements as are desirable to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners.

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Section 6. Officers.

6.1 Number. The officers of the Association of Unit Owners

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shall be a chairman of the Board of Directors, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. No two offices may be held by the same person.

6.2 Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the unit owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner herein provided.

6.3 Removal. Any officer elected or agent designated by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

6.5 Chairman of the Board of Directors. The chairman of the Board of Directors shall, when present, preside at all meetings of the unit owners and of the Board of Directors and shall perform all duties incident to such office and such other duties as may be prescribed by the Board of Directors from time to time. He shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. He shall sign, with the secretary or any other proper officer of the Association duly authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by

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the Board of Directors or by these Bylaws to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed.

6.6 Secretary. The secretary shall:

- A. Keep the minutes of the meetings of unit owners and Board of Directors in one or more books provided for that purpose.
- B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- C. Be custodian of the Association records.
- D. In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

6.7 Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

- A. Have charge and custody of and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- B. In general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

6.3 Salaries. The salaries of the officers may be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that he is also a director of the Association.

Section 7. Contracts, Loans, Checks, and Deposits.

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or

PAGE SEVEN - BYLAWS

execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the affirmative vote of three-fourths of the unit owners. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, Vouchers, etc. All checks, drafts, vouchers, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

7.5 Collecting Unit Owners' Shares of Common Expenses. Unit owners' shares of common expenses shall be collected monthly by the treasurer of the Association. Each unit owner shall be entitled to receive from the treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statements shall be prepared in such manner as the Board of Directors shall determine.

7.6 Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as it deems necessary to cover such risks as they pertain to the common elements as part of the Association common expenses.

Section 8. Maintenance and Repairs.

8.1 Prompt Repairs. Every owner must perform promptly all

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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 unit owners, said unit owner shall be expressly responsible for the damages and liabilities resulting from his failure to do so.

8.2 Expense - Unit Interior. All repairs or installations performed within the interior space of a unit, including but not limited to, water, light, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories or fixtures belonging to the unit area shall be at the unit owner's expense.

8.3 Reimbursement by Unit Owner. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 9. Restrictions on Conduct.

9.1 Advertisements. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

9.2 Noise. Residents shall exercise extreme care about making noises or in the use of musical instruments, radios, television and amplifiers that might disturb other residents. Those unit owners keeping domestic animals shall abide by the municipal sanitary regulations.

9.3 Garments, Rugs, Laundry. It is prohibited to hang garments, rugs, laundry, etc., from the windows, patios, walls, fences, railings or in parking areas or spaces in the project.

9.4 Dusting. It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

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

9.6 Wiring Installations. No unit owner shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls of the roof of the project except as authorized by the Association.

9.7 Antennas. No exterior antennas shall be allowed except those installed by the Association.

9.8 Vehicle Parking. Parking of boats, trailers, motorcycles, trucks, motorhomes, truck campers, and like equipment shall be allowed only within the confines of the unit owners restricted parking space and no portion of said equipment shall project beyond said parking space, except that if other space is available the unit owner may rent the same for such purposes from the Association upon such terms and conditions imposed by the Association, and all other parking of equipment shall be prohibited.

9.9 Recreational Facilities. Unit owners and their guests shall observe and obey the rules established by the Board of Directors, as amended from time to time for the control and use of all recreational facilities including, but not limited to the swimming pool.

Section 10. Indemnification of Directors and Officers.

Each director and officer of the Association now or hereafter in office and his heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses and amounts or liability therefor, including counsel fees reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding or claim to which he may be made a party, or in which he may be or become involved by reason of his acts or alleged acts of omission or commission as such director or officer, or, subject to the provisions hereof, any settlement thereof, whether or not he continues to be such director or officer at the time of incurring such costs, expenses, or amounts. Such

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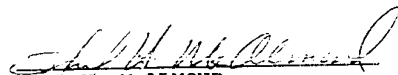
BOOK 923 PAGE 128

indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his duty as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim when in the judgment of the Board of Directors the settlement and reimbursement appear to be for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of unit owners, or otherwise.

Section 11. Amendments. Amendments to these Bylaws may be proposed by resolution of the Board of Directors at any time. Amendments to the Bylaws may also be proposed at any meeting of the unit owners. No amendment of the Bylaws proposed in either of such ways shall be effective unless approved by 75% of the unit owners, based on their voting percentages as set forth in the Declaration of Unit Owners, for 2393 TWENTY-THREE NINETY-THREE PARK PLACE, and until a copy of the Bylaws, as amended, certified by the chairman and secretary of the Association of Unit Owners, is recorded.

Section 12. Compliance. These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law. O.R.S. 91.505 to O.R.S. 91.675, inclusive.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 8th, day of April, 1972.


PHIL H. MCALMOND

1973
APR 27

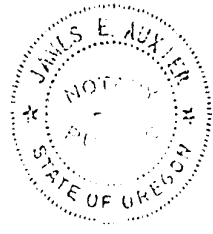
BOOK

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

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On this 2nd day of April, 1973, personally appeared before me, a notary public for said county and state, the within-named Phil H. McAlmond, to me known to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first above written.



James E. Auxier
Notary Public for Oregon
My Commission Expires 3/6/76

53700

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STATE OF OREGON }
Multnomah County } ss.

I, JOHN D. RICE, Director, Department of Administration Services and Records, State of Oregon, in and for said county, do hereby certify that the within and recorded in the record of said county



JOHN D. RICE, Director, Administration Services and Records, State of Oregon

APR 27 1973 - 9 02 AM

MULTNOMAH COUNTY, OREGON

In presence of 923 923
witness my hand and seal of office attested.

JOHN D. RICE, Director
Department of Administration
Services and Records

[Signature]
Deputy

Rec-17

2470

TRANSAMERICA TITLE INSURANCE CO.
409 S. W. 9th AVE.
PORTLAND, OREGON 97205
ESCROW NO. 55118
Phax

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BOOK

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DECLARATION OF UNIT OWNERSHIP

for
TWENTY-THREE NINETY-THREE PARK PLACE

BOOK 10-41 PAGE 1144

WHEREAS, to establish a plan of Condominium Ownership, American Condominium Homes, Inc. (hereinafter referred to as Grantor), the owner of certain real property herein described, desires to submit said property, together with all improvements existing thereon, to the provisions, restrictions and limitations of the Oregon Unit Ownership Law, O.R.S. 91.505 to O.R.S. 91.675, inclusive; and

WHEREAS, said real property has been improved by the construction thereon of a multifamily structure, containing 37 family apartment units (one of which is a common element.) Said structure was built in 1964, in accordance with plans and specifications prepared by Donald J. Zarosinski, a registered professional engineer. Said plans are on record in the City of Portland, County of Multnomah, State of Oregon; and

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of real property estates consisting of: The area or interior space in each family apartment unit located in said multifamily structure except Unit 105A which is a common element, and the co-ownership by each unit owner with all other unit owners in said multifamily structure, as tenants in common, the remaining property hereinafter referred to as "Common Elements" which include that portion of the remaining property hereinafter referred to as "General Common Elements" to which each unit owner has full right of use and that portion of the remaining property hereinafter referred to as "Limited Common Elements" reserved for the exclusive use by the respective unit owners.

NOW, THEREFORE, said Grantor of the following described real property to wit:

Lots 48, 49, 50, 51, 52, 53, 69 and 70, Cedar Hill, in the
City of Portland, County of Multnomah, Oregon

Street Address: 2393 S.W. Park Place, Portland, Oregon

hereby makes the following declaration to which the above described real property, along with all improvements existing thereon, shall be subject and specifies that said declaration shall be binding on the Grantor, his successors and assigns and

BOOK 1041 PAGE 1145

all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

1. DEFINITIONS.

As used herein,

A. "Association of Unit Owners" means all the unit owners acting as a group in accordance with this declaration and the By-Laws of the Association of Unit Owners.

B. "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the common elements, together with such expenses agreed upon as common by the Association of Unit Owners in the manner provided in the Bylaws.

C. "Manager" means the person or firm hired by the Board of Directors of the Association of Unit Owners to be in charge of the administration of and to manage the property.

D. "Property" means the land, all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

E. "Unit" means family apartment unit.

2. NAME.

The property above described and subject of this declaration shall be known as TWENTY-THREE NINETY-THREE PARK PLACE.

3. UNIT DESCRIPTION.

There are 37 units located in a three story reinforced concrete structure with concrete floors, marble-crete exterior walls, and a roof consisting of a concrete slab with built-up roofing. The structure has no basement area, but does have a cellar area wherein parking spaces are provided. The location of each unit is shown on a diagram marked Exhibit "A" attached hereto and incorporated herein by this reference. The units are bound by the undecorated surface of the interior perimeter walls, floors and ceilings as indicated on Exhibit "A". The individual units are described as follows:

A. Unit numbers followed by the letter "A" as shown on Exhibit "A" attached hereto, all contain ONE BEDROOM and the following areas:

Unit No.	Designation	Kitchen Area	Dining Area	Living Room	Bathrooms	Approximate Sq. Ft. per Unit
103	A	One	One	One	One	725
105	A	"	"	"	"	723 (A common element)
109	A	"	"	"	"	710
111	A	"	"	"	"	795
203	A	"	"	"	"	723
205	A	"	"	"	"	723
209	A	"	"	"	"	710
211	A	"	"	"	"	795

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B. Unit numbers followed by the letter "B" as shown on Exhibit "A" attached hereto all contain TWO BEDROOMS and the following areas:

Unit No.	Designation	Kitchen Area	Dining Area	Living Area	Bathrooms	Approximate Sq. Ft. per Unit
101	B	One	One	One	Two	1,101
102	B	"	"	"	"	1,097
104	B	"	"	"	"	1,115
106	B	"	"	"	"	1,250
107	B	"	"	"	One	960
110	B	"	"	"	Two	1,043
112	B	"	"	"	"	1,065
113	B	"	"	"	"	1,190
201	B	"	"	"	"	1,101
202	B	"	"	"	"	1,097
204	B	"	"	"	"	1,115
206	B	"	"	"	"	1,250
207	B	"	"	"	One	960
210	B	"	"	"	Two	1,043
212	B	"	"	"	"	1,065
213	B	"	"	"	"	1,190
301	B	"	"	"	"	1,101

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Unit No.	Designation	Kitchen Area	Dining Area	Living Room	Bathrooms	Approximate Sq. Ft. Per Unit
302	B	One	One	One	Two	1,097
303	B	"	"	"	"	1,411
304	B	"	"	"	"	1,115
305	B	"	"	"	"	1,309
306	B	"	"	"	"	1,250
309	B	"	"	"	"	1,043
310	B	"	"	"	"	1,065
311	B	"	"	"	"	1,190

C. Unit number followed by the letter "C" as shown on Exhibit "A" attached hereto all contain THREE BEDROOMS and the following areas:

Unit No.	Designation	Kitchen Area	Dining Area	Living Room	Bathrooms	Approximate Sq. Ft. Per Unit
108	C	One	One	One	Two	1,601
208	C	"	"	"	"	1,601
307	C	"	"	"	"	1,601
308	C	"	"	"	"	1,510

4. COMMON ELEMENTS

A. The General Common Elements specifically include, but are not limited to all of the above described land, Unit 105A, all foundations, columns girders, beams and supports, corridors, a lobby, a swimming pool, an elevator, parking areas (except designated and restricted parking spaces), storage areas (except designated and restricted storage space), driveways, walkways, stairways, landscaping, pumps, watertanks, the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective units, pipes, wires, conduits, ducts, and/or all utility facilities external to the unit spaces, and in general all areas of the multifamily structure necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. The Limited Common Elements shall consist of the parking spaces, storage spaces and patio areas designated on Exhibit "A" attached hereto, as appurtenant to the respective units and are hereby restricted for the exclusive use by the

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owners of said units. The following chart sets forth the letter designation for the Limited Common Elements as shown on Exhibit "A" attached hereto.

<u>Unit No.</u>	<u>Patio</u>	<u>Parking Space</u>	<u>Storage Space</u>
103A	103AD	103AP	103AS
105A	105AD	105AP	105AS (A common element)
109A	109AD	311BP	109AS
111A	111AD	211AP	307CS
203A	203AD	102BP	203AS
205A	205AD	205AP	205AS
209A	209AD	209AP	209AS
211A	211AD	306BP	211AS
101B	101BD	101BP	101BS
102B	102BD	203AP	102BS
104B	104BD	104BP	104BS
106B	106BD	208CPN	106BS
107B	107BD	308CPW	107BS
110B	110BD	110BP	110BS
112B	112BD	112BP	112BS
113B	113BD	113BP	113BS
201B	201BD	301BP	201BS
202B	202BD	202BP	202BS
204B	204BD	204BP	204BS
206B	206BD	206BP	206BS
207B	207BD	207BP	207BS
210B	210BD	210BP	210BS
212B	212BD	212BP	212BS
213B	213BD	213BP	213BS
301B	301BD	201BP	301BS
302B	302BD	302BP	302BS
303B	303BD	303CP & 308CPE	303BS
304B	304BD	208CPS	304BS
305B	305BD	107BP	305BS

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<u>Unit No.</u>	<u>Patio</u>	<u>Parking Space</u>	<u>Storage Space</u>
306B	306BD	111AP	306BS
309B	309BD	309BP	309BS
310B	310BD	310BP	310BS
311B	311BD	109AP	311BS
108C	108CD	108CPN & 108CPS	108CS
208C	208CD	106BP & 304BP	208CS
307C	307CD	307CPN & 307CPS	111AS
308C	308CD	305BP	308CS

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5. PERCENTAGE INTEREST IN COMMON ELEMENTS.

The proportionate shares of the separate owners of said units in the common elements and profits and expenses attributable thereto, as well as their proportionate representation for voting purposes in the Association of Unit Owners shall be based one-half on the proportionate value that each of said units bears to \$1,413,860 which represents the total current offering sales price value of all 36 units and one-half on area at the average price per foot of all units. The following chart sets forth the percentage interests of each unit owner by unit number.

<u>Unit No.</u>	<u>Percentage of Interest In Common Elements</u>	<u>Voting Percentage</u>
103A	1.80%	1.80%
109A	1.79	1.79
111A	1.98	1.98
203A	1.89	1.89
205A	1.88	1.88
209A	1.83	1.83
211A	2.00	2.00
101B	2.71	2.71
102B	2.60	2.80
104B	2.80	2.80
106B	3.07	3.07
107B	2.36	2.36
110B	2.64	2.64
112B	2.68	2.68

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<u>Unit No.</u>	<u>Percentage of Interest In Common Elements</u>	<u>Voting Percentage</u>
113B	2.86%	2.86%
201B	2.83	2.83
202B	2.84	2.84
204B	2.83	2.83
206B	3.07	3.07
207B	2.46	2.46
210B	2.67	2.67
212B	2.72	2.72
213B	2.96	2.96
301B	2.94	2.94
302B	2.90	2.90
303B	3.69	3.68
304B	2.86	2.86
305B	2.61	2.61
306B	3.12	3.12
309B	2.70	2.70
310B	2.76	2.76
311B	3.00	3.00
108C	3.95	3.95
208C	4.04	4.04
307C	4.19	4.19
308C	3.78	3.78

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Notwithstanding the foregoing, the Association may elect to have certain of the common expenses assessed specially to each unit in proportion to the use or benefit of such unit from the goods or services resulting in such common expenses.

6. OWNERSHIP TO BE FEE SIMPLE.

Each individual unit, together with its undivided interest in the common elements, shall be owned in fee simple by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale or other

disposition as though it were solely and entirely independent of the other units, and the individual titles and interests shall be recordable. Each unit owner shall be entitled to the exclusive ownership, possession and enjoyment of his unit.

7. TAXATION.

Each unit, with its percentage of undivided interest in the common elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by D.R.S. 91.640. The common elements shall not be considered a parcel for purposes of taxation.

8. USE.

Each unit is to be used only for single family residential purposes.

9. MAINTENANCE AND IMPROVEMENT OF UNITS.

A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament unless the consent of all the other unit owners affected is first obtained.

10. USE AND MAINTENANCE OF COMMON ELEMENTS.

A. Each unit owner may use the common elements in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of the other unit owners.

B. The necessary work to maintain, repair or replace the common elements and additions or improvements to the common elements shall be the responsibility of the Board of Directors and shall be carried out as provided in the Bylaws.

C. The Association of Unit Owners shall have the right, to be exercised by its Board of Directors, to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit.

11. MANAGEMENT OF AFFAIRS OF 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 the 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 shall retain an individual or firm to act as manager of the property.

12. ADOPTION OF BYLAWS.

The undersigned owner of the property, subject to this Declaration, has adopted, pursuant to the requirements of the Oregon Unit Ownership Law, Bylaws designated Exhibit "B" attached hereto and made a part hereof. Said Bylaws may be amended from time to time as provided therein and shall along with the provisions of this Declaration govern the administration of the property.

13. 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 an action maintainable by the Association of Unit Owners or by an aggrieved unit owner. In addition to other sanctions which may be provided by the Bylaws or by the administrative rules and regulations.

14. PERSON TO RECEIVE SERVICE OF PROCESS IN CERTAIN CASES.

Service of process in any action relating to the common elements or to more than one unit in cases provided in subsection 1 of O.R.S. 91.635 shall be made upon J. Eugene Popma, 1985 S.W. Sixth Avenue, Portland, Oregon 97201.

15. UNIT RENTAL.

A. The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than 30 days. Otherwise, the owners of the respective units shall have the absolute right to lease their unit provided that said lease is made subject to the covenants and restrictions contained in this Declaration and the Bylaws.

B. Rental receipts received by unit owners for rental of their respective units shall not constitute common receipts.

16. LIABILITY UPON CONVEYANCE FOR COMMON EXPENSES.

In a voluntary conveyance of a unit the vendee shall be jointly and severally liable with the vendor for all unpaid charges against the vendor for his proportionate share of the common expenses up to the time of the conveyance without prejudice to the vendee's right to recover from the vendor the amounts paid by the vendee therefor. Upon request of the prospective purchaser, the manager shall make and deliver a statement of the unpaid charges against the vendor, and the vendee in that case shall neither be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid charges against the vendor in excess of the amount therein set forth.

17. LIEN OF ASSOCIATION AGAINST UNIT.

Wherever the Association of Unit Owners acting through its manager furnishes to a unit any services, labor or material lawfully chargeable as common expenses, the Association of Unit Owners, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses allocable to such unit, and the lien shall be prior to all other liens or encumbrances upon the unit, except:

- A. Tax and assessment liens, and
- B. A first mortgage or trust deed of record.

The Association of Unit Owners shall record with the Multnomah County Clerk a claim containing a true statement of the account due for such common expenses after deducting all just credits and offsets, the name of the owner of the unit, a description of the property where the common expenses were furnished and the designation of the unit. The claim shall be verified by the manager and recorded. The lien may be enforced by the manager acting on behalf of the Association of Unit Owners. An action to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the claim for common expenses.

18. RECEIVER FOR UNIT. POWER OF PROPERTY MANAGER TO BID AT FORECLOSURE SALE.

In any foreclosure suit against a unit, the unit owner shall be required to pay the reasonable rental for the unit provided in the Bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors or the manager, acting on behalf of the unit owners, shall have power to bid in the unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

19. FORECLOSURE SALE - LIABILITY FOR ACCRUED COMMON EXPENSES.

Where the purchaser of a unit as a result of foreclosure of the first mortgage or trust deed, such purchaser, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all the unit owners including such purchaser, his successors and assigns.

20. RECORDS OF RECEIPTS AND EXPENDITURES AFFECTING COMMON ELEMENTS.

The Board of Directors or the manager shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of the weekdays.

21. INSURANCE.

A. The Board of Directors or the manager, as trustee for the unit owners, shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages or grantees holding first trust deeds covering units, but without prejudice to the right of each unit owner to insure his own unit in excess of the blanket coverage, for his own benefit.

B. The insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Unit Owners; and that such payments shall be held in a separate escrow account of the Association of Unit Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.

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C. The Board of Directors or the manager shall neither be responsible for obtaining insurance of any kind against loss or damage to the furniture, fixtures, equipment or contents located in the individual units or in or on each unit areas reserved as limited common elements, nor responsible for obtaining liability insurance to protect against injuries that might occur within the units. Liability insurance covering common elements shall be provided as specified in the Bylaws attached hereto.

22. REPAIR AND RECONSTRUCTION.

In the event the improvements comprising this project are totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be controlled by O.R.S. 91.060.

23. MORTGAGE PROTECTION."

A. The liens created hereunder upon any condominium shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Section 17 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as unit owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

B. No amendment to this section shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

24. LIMITATIONS ON OCCUPANT USE OF UNITS AND COMMON AREAS.

Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance on the project without the prior written consent of the Board of Directors. No owners shall permit anything to be done or kept in his unit which will result in the cancellation of the insurance on any part of the project. The Board of Directors shall have the power to adopt rules and regu-

BYLAWS OF
TWENTY-THREE NINETY-THREE PARK PLACE CONDOMINIUM

BOOK 1041 PAGE 1157

Section 1. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land, all buildings, improvements and structures constructed thereon.)

Section 2. Acquisition of a unit in this project shall automatically make the purchaser a member of the Association ("Association" means the Association of Unit Owners of TWENTY-THREE NINETY-THREE PARK PLACE) and signify that these Bylaws are accepted, ratified and will be complied with.

Section 3. Association Office. The office of the Association shall be located at 1985 S.W. Sixth Avenue, Portland, Oregon 97201, or at such other place as the Board of Directors may designate.

Section 4. Unit Owners.

4.1 Annual Meeting. The first annual meeting of the Association shall be held on September 15, 1975, at the hour of 7:00 p.m. Thereafter the annual meetings of the Association shall be held on the first Saturday of March, at the hour of 7:00 p.m. each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5.2 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

4.2 Special Meetings. Special meetings of the unit owners, for any purpose or purposes, may be called by the chairman or by the Board of Directors, and shall be called by the chairman at the request of not less than one-fourth of the unit owners entitled to vote at the meeting, based on the voting percentages as set forth in the Declaration of Unit Ownership for TWENTY-THREE NINETY-THREE PARK PLACE.

4.3 Place of Meetings. The office of the Association shall be the place of meeting for all annual and special meetings of the unit owners.

4.4 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than

fifty days before the date of the meeting, either personally or by mail, by or at the direction of the chairman, or the secretary, or the officer or persons calling the meeting, to each unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the unit owner at his residence address, with postage thereon prepaid.

4.5 Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

4.6 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 4.5 shall constitute a quorum.

4.7 Proxies. Votes may be cast in person or by proxy in writing. Proxies must be filed with the secretary before the appointed time of each meeting.

4.8 Adjourned Meetings. If any meeting of owners cannot be organized 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 forty-eight (48) hours from the time the original meeting was called.

4.9 Order of Business. The order of business at all meeting 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 directors.
- G. Unfinished business.
- H. New Business

Section 5. Board of Directors.

5.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors, all of whom must be owners of units in the project.

5.2 Number, Tenure, and Qualifications. The number of Directors of the Association shall be five. Each Director shall hold office until the next annual meeting of unit owners following his election and upon the election and qualification of his successor.

5.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of unit owners. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

5.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the chairman of the Board of Directors or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting called by them.

5.5 Notice of Special Meeting of Board of Directors. Notice of any special meeting shall be given at least three days previously thereto by written notice delivered personally or mailed to each Director at his residence or business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice or such meeting.

5.6 Quorum of Directors. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

5.7 Manner of Directors Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

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5.8 Vacancies on Board of Directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal of one or more directors shall be filled by election at an annual meeting or at a special meeting of the unit owners called for that purpose.

5.9 Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

5.10 Removal of Directors. All or any number of the directors may be removed with or without cause at a meeting expressly called for that purpose by a vote of a majority of the unit owners then entitled to vote at an election of directors. Any director who ceases to become a unit owner shall cease to be a director.

5.11 Compensation of Directors. The directors may be paid such sums for the attendance at each meeting of the Board of Directors, or a stated salary as director, as the Board of Directors may by resolution determine from time to time. All such sums paid to directors shall be common expenses.

5.12 Directors Shall engage Manager. The Board of Directors shall engage the services of an individual or of a firm to act as manager and shall instruct such manager to employ such other personnel as may be necessary from time to time for the maintenance, upkeep and repair of the common elements. The Board of Directors shall determine the compensation to be paid to such manager and to such other personnel, and such compensation shall constitute a common expense.

5.13 Directors to Adopt Administrative Rules and Regulations. The Board of Directors shall from time to time adopt such administrative rules and regulations,

In addition to those stated in the Declaration of Unit Owners for TWENTY-THREE NINETY-THREE PARK PLACE, as may be necessary or desirable to govern the details of the operation and use of the common elements, and may, by such administrative rules and regulations, adopt restrictions, in addition to those hereinafter set forth, on and requirements respecting the use and maintenance of the units and the use and maintenance of the common elements as are desirable to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners.

Section 6. Officers.

6.1 Number. The officers of the Association of Unit Owners shall be a chairman of the Board of Directors, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. No two offices may be held by the same person.

6.2 Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the unit owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death; or until he shall resign or shall have been removed in the manner herein provided.

6.3 Removal. Any officer elected or agent designated by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

6.5 Chairman of the Board of Directors. The chairman of the Board of Directors shall, when present, preside at all meetings of the unit owners and of the Board of Directors and shall perform all duties incident to such office and such other duties as may be prescribed by the Board of Directors from time to time. He shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the

business and affairs of the Association. He shall sign, with the secretary or any other proper officer of the Association duly authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed.

6.6 Secretary. The secretary shall:

- A. Keep the minutes of the meetings of unit owners and Board of Directors in one or more books provided for that purpose.
- B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- C. Be custodian of the Association records.
- D. In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

6.7 Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

- A. Have charge and custody of and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- B. In general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

6.8 Salaries. The salaries of the officers may be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that he is also a director of the Association.

Section 7. Contracts, Loans, Checks, and Deposits.

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument

In the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the affirmative vote of three-fourths of the unit owners. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, Vouchers, etc. All checks, drafts, vouchers, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

7.5 Collecting Unit Owners' Shares of Common Expenses. Unit owners' shares of common expenses shall be collected monthly by the Treasurer of the Association. Each unit owner shall be entitled to receive from the treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statements shall be prepared in such manner as the Board of Directors shall determine.

7.6 Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as it deems necessary to cover such risks as they pertain to the common elements as part of the Association common expenses.

7.7 Insurance Certificates. Certificates of insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered, upon request, by the Board of Directors to all unit owners and their mortgagees, at least ten (10) days prior to the expiration of the then current policies.

Section 8. Maintenance and Repairs.

8.1 Prompt Repairs. 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 unit owners, said unit owner shall be expressly responsible for the damages and liabilities resulting from his failure to do so.

8.2 Expense - Unit Interior. All repairs or installations performed within the interior space of a unit, including but not limited to water, light, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories or fixtures belonging to the unit area shall be at the unit owner's expense.

8.3 Reimbursement by Unit Owner. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 9. Restrictions on Conduct.

9.1 Advertisements. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

9.2 Noise. No owner or occupant shall make or permit any disturbing noises to be made in the building or on the premises by himself, his family, friends, tenants, servants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like in the demised premises between the hours of 11:00 PM and the following 8:00 AM, if the same shall disturb or annoy other owners or occupants of the building. Those unit owners keeping domestic animals shall abide by the municipal sanitary regulations and reasonable objections by two other owners will give the Board the right to ban the animal from the project.

9.3 Garments, Rugs, Laundry. It is prohibited to hang garments, rugs, laundry, etc., from the windows, patios, walls, fences, railings or in parking areas or spaces in the project.

9.4 Dusting. It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

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

9.6 Wiring Installations. No unit owner shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls of the roof of the project except as authorized by the Association.

9.7 Antennas. No exterior antennas shall be allowed except those installed by the Association.

9.8 Vehicle Parking. Parking of boats, trailers, motorcycles, trucks, motorhomes, truck campers, and like equipment shall be allowed only within the confines of the unit owners restricted parking space and no portion of said equipment shall

project beyond said parking space, except that if other space is available the unit owner may rent the same for such purposes from the Association upon such terms and conditions imposed by the Association, and all other parking of equipment shall be prohibited.

9.9 Recreational Facilities. Unit owners and their guests shall observe and obey the rules established by the Board of Directors, as amended from time to time for the control and use of all recreational facilities including, but not limited to the swimming pool.

9.10 Age Limitation. No children between the ages of 2 and 16 will be permitted to reside in the condominium on a permanent basis.

Section 10. Indemnification of Directors and Officers.

Each director and officer of the Association now or hereafter in office and his heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses and amounts or liability therefor, including counsel fees reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding or claim to which he may be made a party, or in which he may be or become involved by reason of his acts or alleged acts of omission or commission as such director or officer, or, subject to the provisions hereof, any settlement thereof, whether or not he continues to be such director or officer at the time of incurring such costs, expenses, or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his duty as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim when in the judgment of the Board of Directors the settlement and reimbursement appear to be for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of unit owners, or otherwise.

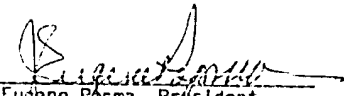
BOOK 1041 PAGE 1165

BOOK 1041 PAGE 1166

Section 11. Amendments. Amendments to these Bylaws may be proposed by resolution of the Board of Directors at any time. Amendments to the Bylaws may also be proposed at any meeting of the unit owners. No amendment of the Bylaws proposed in either of such ways shall be effective unless approved by 75% of the unit owners, based on their voting percentages as set forth in the Declaration of Unit Owners, for TWENTY-THREE NINETY-THREE PARK PLACE, and until a copy of the Bylaws, as amended, certified by the chairman and secretary of the Association of Unit Owners, is recorded.

Section 12. Compliance. These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law. O.R.S. 91.505 to O.R.S. 91.675, inclusive.


IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 17th day of October, 1974.

AMERICAN CONDOMINIUM HOMES, INC.

J. Eugene Popma, President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

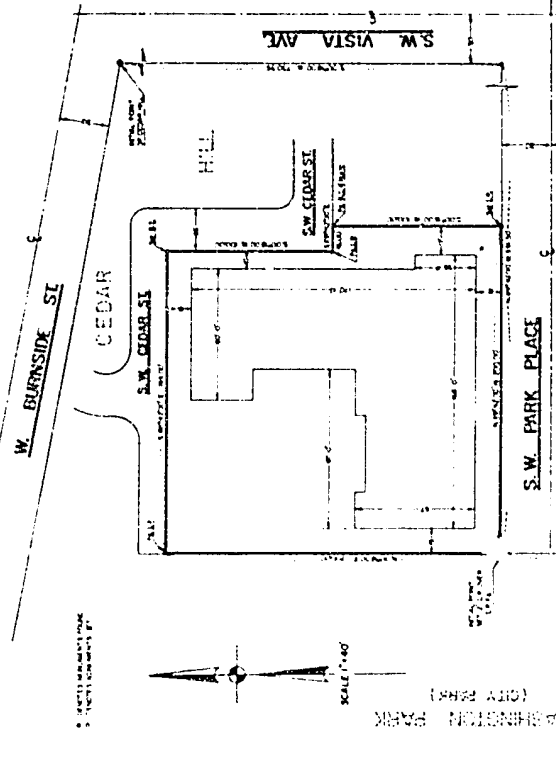
On this 17th day of October, 1974, personally appeared before me, a notary public for said county and state, the within-named J. Eugene Popma, to me known to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first above written.


Notary Public for Oregon
COMMISSION EXPIRES 7-23-76

BOOK 1041 PAGE 1167
"TWENTY-THREE, NINETY-THREE PARK PLACE", CONDOMINIUM

A REPLAT OF LOTS 48 THROUGH 53, 69 AND 70, CEDAR HILL
 SITUATED IN THE S.W. 1/4 SECTION 33, T.1N, R.1E W. 1/4 M.
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREG.
 ZAIORSSKI-TATHE ENGINEERS INC.
 1924 S.E. 6TH AVE. PORTLAND, ORE.



ALL TAXES, ASSESSMENT FEES OR OTHER
 CHARGES INCURRED BY THIS PLAT HAVE
 BEEN PAID AS OF _____

HERBERT A. PERRY
 DIRECTOR, DIV. OF ASSESSMENT & TAXATION
 MULTNOMAH COUNTY, OREGON

BY _____ DEPUTY

ATTEST
COUNTY RECORDING OFFICE
 MULTNOMAH COUNTY, OREGON

BY _____ DEPUTY

DECLARATION

I, **VINCENT J. ZAIORSSKI**, of the County of Multnomah, State of Oregon, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Oregon. I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon.

ACKNOWLEDGEMENT

I, **VINCENT J. ZAIORSSKI**, of the County of Multnomah, State of Oregon, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Oregon. I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon.

SURVEYORS CERTIFICATE

I, **VINCENT J. ZAIORSSKI**, of the County of Multnomah, State of Oregon, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Oregon. I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon, and I am a resident of the County of Multnomah, State of Oregon.



APPROVED FOR THE CITY OF PORTLAND
 BY _____ DEPUTY

APPROVED FOR THE COUNTY OF MULTNOMAH
 BY _____ DEPUTY

ENGINEER'S CERTIFICATE

The undersigned, an Oregon Registered Professional Engineer, hereby certifies that the floor plans consisting of one sheet including first floor, second floor, third floor and parking and storage cellar, together with elevation schedule, marked Exhibit "A" attached hereto and incorporated herein by this reference, fully and accurately depicts the layout of the existing multifamily structure to be known as TWENTY-THREE NINETY-THREE PARK PLACE, a condominium containing thirty-seven (37) family units, located in Portland, Multnomah County, Oregon. Said multifamily structure was completed in 1964.

Ronald G. Tatone
ENGINEER

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 30th day of April, 1975, personally appeared before, a notary public for said county and state, the within-named Ronald G. Tatone, to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first above written.



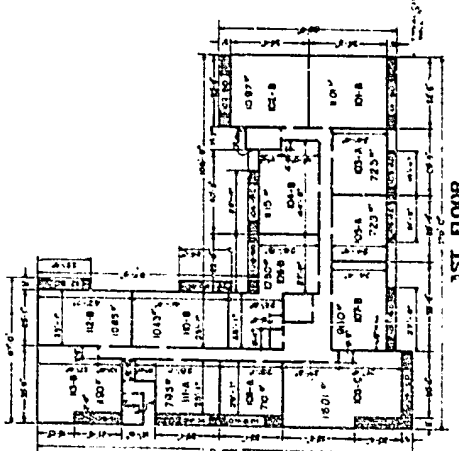
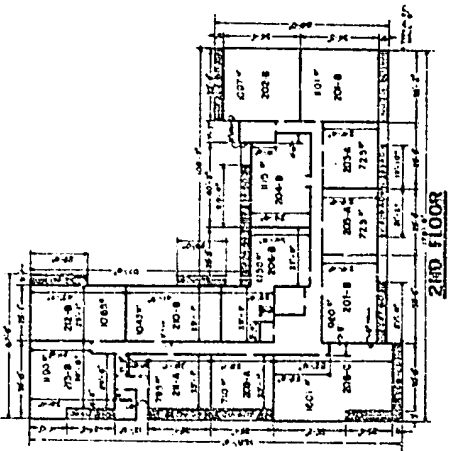
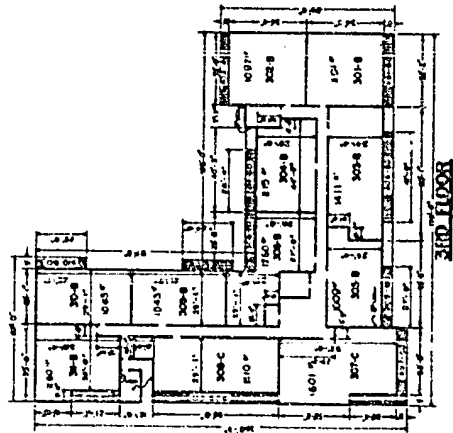
Ronald H. Raymond
Notary Public for Oregon

My Commission Expires June 17, 1977

BOOK OF RECORDS 5 20 1975

BOOK 1041 PAGE 1169

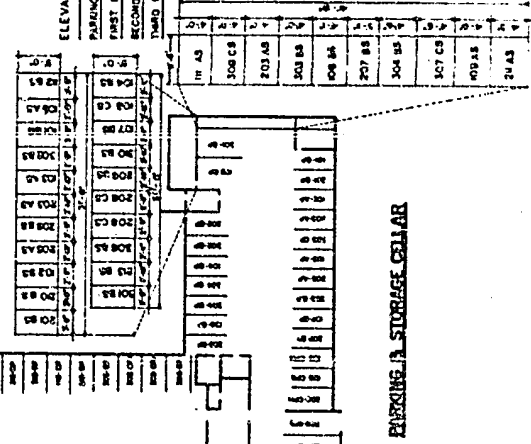
NOTE:
 ALL INTERIOR PARTY WALLS ARE 7" WIDE. ALL
 EXTERIOR WALLS ARE 8" WIDE UNLESS OTHERWISE
 NOTED.
 ALL DIMENSIONS ARE EXTERIOR UNLESS OTHERWISE
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 UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES.
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 UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES.



ELEVATIONS:

FLOOR	ELEVATION	CILING ELEVATION
PARKING II STORAGE CELLAR	0	40'-4"
FIRST FLOOR	1'-0"	12'-0"
SECOND FLOOR	18'-8"	27'-8"
THIRD FLOOR	28'-4"	38'-4"

TYPICAL PARTY WALL
 DEPENDENT 7" THICK



PART OF THE ABOVE INSTRUMENT NOT LEGIBLE WHEN RECEIVED FOR RECORDING

BOOK OF RECORDS 5 20 1975

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BOOK 1041 PAGE 1170

MAY 20 1975 - 9 02 AM
MULTNOMAH COUNTY, OREGON

DEED

20764

Witness my hand and seal this 19th day of May, 1975.
JOHN D. RICE, Director
Department of Administration

Deputy



STATE OF OREGON
MULTNOMAH COUNTY

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

BOOK OF RECORDS 6 1975

428360-26

CORRECTION OF
DECLARATION OF UNIT OWNERSHIP
FOR
TWENTY-THREE NINETY-THREE PARK PLACE

BOOK 1041 PAGE 1148

WHEREAS, during the recording on May 20, 1975 of the Declaration of Unit Ownership for Twenty-Three Ninety-Three Park Place, at Book 1041, Pages 1144 through 1168, Deed Records of Multnomah County, Oregon, there were certain errors made on Pages Five and Six of said document recorded on Pages 1148 and 1149 respectively, in the allocation of certain Limited Common Elements to certain units, specifically Parking Spaces, the undersigned party, American Condominium Homes, Inc. (Grantor), hereby corrects and amends as of the date thereof the aforesaid recorded instrument by deleting said pages Five and Six of said Declaration as recorded and substituting therefor the corrected pages Five and Six, recorded herewith.

Recorded By
Pioneer National
Title Insurance Company

IN WITNESS WHEREOF, the undersigned party has caused these corrected pages Five and Six to be executed by its duly authorized officers this 5th day of June, 1975.

AMERICAN CONDOMINIUM HOMES, INC.
By J. Eugene Popma
President
By Vincent J. Popma
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 5 day of June, 1975, before me appeared J. Eugene Popma and Vincent J. Popma, to me personally known, who being duly sworn, did say that they are the President and Secretary respectively of American Condominium Homes, Inc., the within named corporation, and that the seal affixed to the foregoing Correction of Declaration of Unit Ownership is the corporate seal of said corporation, and that the said Declaration of Unit Ownership was signed and sealed in behalf of said corporation by authority of its Board of Directors and J. Eugene Popma and Vincent J. Popma acknowledged the foregoing Correction of Declaration of Unit Ownership to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Arnold R. Paine
Notary Public for Oregon


My commission expires: 23 July 1975

DECLARATION OF UNIT OWNERSHIP
 DEPARTMENT OF CITY ENGINEERING
 CONSTRUCTION DE


owners of said units. The following chart sets forth the latter designation for the Limited Common Elements as shown on Exhibit "A" attached hereto.

<u>Unit No.</u>	<u>Ratio</u>	<u>Parking Space</u>	<u>Storage Space</u>
103A	103AD	307CPS	103AS
105A	105AD	206BP	105AS (A common element)
109A	109AD	311BP	109AS
111A	111AD	211AP	307CS
203A	203AD	102BP	203AS
205A	205AD	105AP	205AS
209A	209AD	209AP	209AS
211A	211AD	306BP	211AS
101B	101BD	101BP	101BS
102B	102BD	207BP	102BS
104B	104BD	104BP	104BS
106B	106BD	202BP	106BS
107B	107BD	109AP	107BS
110B	110BD	108CPN & N $\frac{1}{2}$ 108CPS	110BS
112B	112BD	112BP	112BS
113B	113BD	111AP	113BS
201B	201BD	301BP	201BS
202B	202BD	204BP	202BS
204B	204BD	110BP	204BS
206B	206BD	205AP	206BS
207B	207BD	210BP	207BS
210B	210BD	302BP	210BS
212B	212BD	208CPN & S $\frac{1}{2}$ 108CPS	212BS
213B	213BD	113BP	213BS
301B	301BD	201BP	301BS
302B	302BD	308CPW	302BS
303B	303BD	307CPN & 208 CPS	303BS
304B	304BD	310BP	304BS
305B	305BD	213BP	305BS

NON 1044 ME 1506

Approved by
 Pioneer National
 Title Insurance Company

BOOK OF RECORDS 6 18 15

Insured By
 Pioneer National
 Title Insurance Company

100104 RE 1507

<u>Unit No.</u>	<u>Patio</u>	<u>Parking Space</u>	<u>Storage Space</u>
306B	306BD	203AP	306BS
309B	309BD	212BP	309BS
310B	310BD	103AP	310BS
311B	311BD	303CP	311BS
108C	108CD	107BP & 305BP	108CS
208C	208CD	106BP & 304BP	208CS
307C	307CD	309BP	111AS
308C	308CD	308CPE	308CS

5. PERCENTAGE INTEREST IN COMMON ELEMENTS.

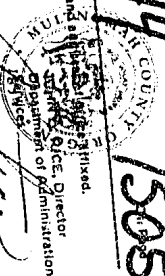
The proportionate shares of the separate owners of said units in the common elements and profits and expenses attributable thereto, as well as their proportionate representation for voting purposes in the Association of Unit Owners shall be based one-half on the proportionate value that each of said units bears to \$1,413,880 which represents the total current offering sales price value of all 36 units and one-half on area at the average price per foot of all units. The following chart sets forth the percentage interests of each unit owner by unit number.

<u>Unit No.</u>	<u>Percentage of Interest In Common Elements</u>	<u>Voting Percentage</u>
103A	1.60%	1.80%
109A	1.79	1.79
111A	1.98	1.98
203A	1.89	1.89
205A	1.88	1.88
209A	1.83	1.83
211A	2.00	2.00
101B	2.71	2.71
102B	2.80	2.80
104B	2.80	2.80
106B	3.07	3.07
107B	2.36	2.36
110B	2.64	2.64
112B	2.68	2.68

BOOK OF RECORDS 6 6 1915

Return to:
 American Western Home
 1985 SW 6th
 Portland
 Eugene Oregon

Rec-17
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I, JOHN D. RICE, Director, Department of Administration, Oregon State Government, do hereby certify that the within instrument or deed was received for record and recorded in the record of said County at

STATE OF OREGON }
 Multnomah County } ss.
 JOHN D. RICE, Director, Department of Administration, Oregon State Government, do hereby certify that the within instrument or deed was received for record and recorded in the record of said County at

DEED

21293