

After Recording Return to:  
Rebecca Biermann Tom  
Barg Tom PC  
121 SW Morrison Street, Suite 600  
Portland, OR 97204

Multnomah County Official Records  
R Weldon, Deputy Clerk

2013-019433



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**FIRST AMENDMENT TO  
DECLARATION OF UNIT OWNERSHIP OF AMALFI**

THIS FIRST AMENDMENT TO DECLARATION OF UNIT OWNERSHIP OF AMALFI (this "Amendment") is made and entered into by the Amalfi Unit Owners Association (the "Association") and is effective upon recording in the deed records of Multnomah County, Oregon.

Recitals:

A. Haertl Development Company ("Declarant") recorded that certain Declaration of Unit Ownership of Amalfi on May 31, 1979 at Book 1355, Page 2712 in the deed records of Multnomah County, Oregon (the "Original Declaration") creating the Amalfi Condominium (the "Condominium"). The plat of Amalfi Condominium was recorded in the plat records of Multnomah County, Oregon (the "Plat").

B. Declarant also recorded that certain Revisions to Declaration of Unit Ownership of Amalfi and, as an exhibit, the Bylaws of Amalfi Unit Owners Association on June 13, 1979 at Book 1359, Page 827 in the deed records of Multnomah County, Oregon (the "Revisions"). The Revisions were not approved by the State of Oregon Real Estate Commissioner and, therefore, have no force and effect. The Association has operated under the assumption that the Revisions were valid. However, the Association now acknowledges the Revisions are of no effect.

C. The Association desires to amend the Declaration to authorize that certain Plat Amendment to Amalfi Condominium, to be recorded contemporaneously herewith in the plat records of Multnomah County, Oregon, which shall (1) designate certain general common element areas as limited common elements, (2) modify the boundaries of certain limited common elements and (3) designate certain limited common element areas as general common elements (the "Plat Amendment"). This Amendment is made pursuant to Section 18.2 of the Declaration and ORS 100.115 and 100.135. Capitalized terms used herein without definitions shall have the respective meanings given them in the Declaration.

The Declaration is amended as follows:

1. Plat Amendment. The Association hereby authorizes the recording of the Plat Amendment to:

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- (i) Designate portions of the general common elements to be a limited common element deck for the exclusive use of Unit D, as depicted on the Plat Amendment and labeled thereon as L.C.E. D-D Main Level Deck;
- (ii) Designate portions of the general common elements to be limited common element patios for the exclusive use of the unit adjoining each such limited common element patio, as depicted on the Plat Amendment and labeled thereon as L.C.E. PA-A Main Level Patio, L.C.E. PA-B Main Level Patio and L.C.E. PA-C Main Level Patio;
- (iii) Designate the general common element area located below the limited common element deck adjoining Unit A that are labeled on the Plat Amendment as L.C.E. D-A Lower Level Deck as a limited common element for the exclusive use of Unit A, as depicted on the Plat Amendment;
- (iv) Designate the general common element area adjacent to Unit A as a limited common element garden area for the exclusive use of Unit A, as depicted on the Plat Amendment and designated thereon as the L.C.E. Lower Level Garden Area;
- (v) Designate the general common element areas located below the main level decks adjoining Units C and D, respectively, as limited common element garden areas, for the exclusive use of the unit adjoining such garden area, as depicted on the Plat Amendment and designated thereon as L.C.E. GA-C Lower Level and L.C.E. GA-D Lower Level;
- (vi) Designate the general common element area located below the main level deck adjacent to Unit B for a limited common element lower level deck and, below that, a limited common element garden area for the exclusive use of Unit B, as depicted on the Plat Amendment and designated thereon as L.C.E. D & GA-B;
- (vii) Modify the area of the limited common element parking spaces shown on the Plat as L.C.E. P-B, L.C.E. P-C and L.C.E. P-D, as shown on the Plat Amendment; and
- (viii) Designate portions of those limited common element parking spaces shown on the Plat as P-B, P-C and P-D to be a general common element planting area, as depicted on the Plat Amendment and labeled thereon as G.C.E Planting Area.

The Plat Amendment shall be recorded simultaneously with this Amendment.

2. Limited Common Elements. Section 4.2 of the Original Declaration, as amended by the First Amendment, is hereby deleted and replaced with the following:

“The limited common elements of the Condominium consist of:

- (i) The parking spaces shown on the Plat Amendment as L.C.E. P-B, L.C.E. P-C and L.C.E. P-D, the use of which is reserved exclusively to the unit matching the letter included in the designation on the Plat Amendment

(for example, L.C.E. P-B shall be reserved for the exclusive use of Unit B);

- (ii) The balconies adjoining the upper level of the units, the use of which is reserved for the exclusive use of the unit adjoining each such balcony and which are depicted on the Plat and designated on the Plat Amendment as B-A, B-B, B-C and B-D, respectively;
- (iii) The decks adjoining each unit at the main level, the use of which is reserved for the exclusive use of the unit adjoining each such deck and which are depicted and designated on the Plat as D-A, D-B, D-C and D-D, respectively;
- (iv) The main level deck adjoining the north side of Unit D, the use of which is reserved for the use of Unit D and which is depicted and designated on the Plat Amendment as L.C.E. D-D Main Level Deck;
- (v) The patios adjoining Units A, B and C, respectively, the use of which is reserved for the unit adjoining each such patio and which are depicted and designated on the Plat Amendment as L.C.E. PA-A Main Level Patio, L.C.E. PA-B Main Level Patio and L.C.E. PA-C Main Level Patio;
- (vi) The decks adjoining the lower level of Units A and located below the limited common element deck located on the main level of Unit A, the use of which is reserved for Unit A and which is depicted and designated on the Plat Amendment as L.C.E. D-A Lower Level Deck;
- (vii) The limited common element garden area, the use of which is reserved for Unit A and which is depicted on the Plat Amendment and designated thereon as L.C.E. Lower Level Garden Area;
- (ix) The limited common element lower level deck adjoining Unit B and, below that, a limited common element garden area for the exclusive use of Unit B, as depicted on the Plat Amendment and designated thereon as L.C.E. D & GA-B; and
- (viii) The garden areas located below the main level decks adjoining Units C and D, respectively, which are reserved for the exclusive use of the unit adjoining each such garden area, as depicted on the Plat Amendment and designated thereon as L.C.E. GA-C Lower Level and L.C.E. GA-D Lower Level.

3. **Approval.** All unit owners have approved this Amendment, which shall be effective upon recording in the deed records of Multnomah County, Oregon.

4. **Effect of Amendment.** Except as expressly amended hereby, the Declaration remains unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 9th day of January, 2013

AMALFI UNIT OWNERS ASSOCIATION

By: Michael S. Musto  
Michael S. Musto, President

CERTIFICATE OF ASSOCIATION

The President and Secretary of the Amalfi Unit Owners Association hereby certify that the foregoing Amendment has been approved by all unit owners of the Condominium as of the effective date set forth above, in accordance with Section 18.2 of the Original Declaration, ORS 100.116 and ORS 100.135, and may be executed and recorded as set forth in ORS 100.116 and 100.135.

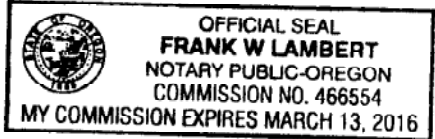
Michael S. Musto  
Michael S. Musto, President of the Amalfi Unit Owners Association

Edwin J. Becker  
Edwin J. Becker, Secretary of the Amalfi Unit Owners Association

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah                )

The foregoing instrument was acknowledged before me on this 9th day of January, 2013, by Michael S. Musto, who is the President of the Amalfi Unit Owners Association, on behalf of the association.

Frank W. Lambert  
Notary Public for Oregon  
My Commission Expires: March 13, 2016



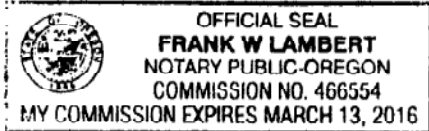
STATE OF OREGON

)  
) ss.  
)

County of Multnomah

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of January, 2012, by Edwin J. Becker, who is the Secretary of the Amalfi Unit Owners Association, on behalf of the association.

Frank W Lambert  
Notary Public for Oregon  
My Commission Expires: March 13, 2016



[Signature] Feb 8, 2013  
County Assessor

2013 LS  
The foregoing Amendment is approved pursuant to ORS 100.110 this 23<sup>rd</sup> day of January, 2012 and in accordance with ORS 100.110(8), this instrument shall automatically expire if this Declaration is not recorded within one (1) year from this date.

GENE BENTLEY  
Oregon Real Estate

By: Laurie Skelton  
Laurie Skelton

1979

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BOOK OF RECORDS



BOOK 1355 PAGE 2712

**Department of Commerce  
Real Estate Division**

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 91.512, as Real Estate Commissioner of the State of Oregon, hereby approves the Declaration of Unit Ownership for

AMALFI

In Multnomah County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the seal of the Real Estate Division of the Department of Commerce of the State of Oregon this

29th day of May, 1979.



GENE S. OSBORN  
Real Estate Commissioner (Acting)

BY Barbara Kanz  
Barbara Kanz  
Condominium Program Manager  
Subdivision Section

814-500-560 (Replaces 81405-83) (Iss 5-77)

1979

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BOOK OF RECORDS

BOOK 1355 PAGE 2713

DECLARATION OF UNIT OWNERSHIP

OF

AMALFI

THIS DECLARATION, made this 1st day of May, 1979, by HAERTL DEVELOPMENT COMPANY, an Oregon corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, declarant is the owner of the real property situated in the County of Multnomah, State of Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon the real property described in Exhibit "A"; and

WHEREAS, Declarant desires to submit such real property to the provisions of the Oregon Unit Ownership Law and further desires to subject such property, plus future additions thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and its present and subsequent owners as hereinafter specified;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, covenants, restrictions, charges and liens, hereinafter sometimes referred to as "covenants and restrictions". Such covenants and restrictions shall run with the property and shall be binding

1 ... DECLARATION

on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I  
Definitions

BOOK 1355 PAGE 2713 1/2

Declarant hereby accepts the definitions set forth in ORS 91.505, unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean AMALFI UNIT OWNERS ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Board of Directors" shall mean the board of directors of the Association.

1.3 "Condominium" shall mean the entire estate in the real property owned by an owner, consisting of an undivided interest in the general common elements, and ownership of a separate interest in a unit.

1.4 "Declaration" shall mean this instrument, its amendments and supplements thereto.

1.5 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any unit situated upon the properties, but shall not mean a mortgage. Declarant shall be considered an owner with respect to any unsold units.

1.6 "Properties" shall mean the real property subject to this Declaration described hereinafter in Section 2.1.

1.7 "Unit" shall mean a specific improvement and elements of a condominium upon the properties and excluding general common elements, each such unit being shown on the plot plan attached hereto as Exhibit "B" and by this reference incorporated herein.

2 ... DECLARATION



ARTICLE II

Property Subject to the Declaration

2.1 The real property which is the subject to this Declaration is located in Multnomah County, State of Oregon, and is described in Exhibit "A".

BOOK 1355 PAGE 2714

ARTICLE III

Name and Unit Description

3.1 Name. The name by which the Properties shall be known is AMALFI.

3.2 General description of Units. Each unit is of frame construction consisting of two stories and a garage which is not attached to the unit. There are four (4) units and the general location of each unit designation (including the unattached garage which is part of the unit) and all other data necessary for proper identification of each unit is set forth in Exhibit "B".

ARTICLE IV

Common Elements

4.1 General common elements. General common elements shall include all walls, roofs, foundations, and properties, and shall in general consist of all portions of the structures and improvements which are not units.

Each owner shall have an undivided 1/4 interest (25%) in such general common elements. No owner's individual interest in the general common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited common elements. The three uncovered parking spaces, the balconies and the decks shall be limited common elements which are assigned to individual units in accordance with Exhibit "C", attached hereto and by this reference incorporated herein and shall be reserved for the sole use of each unit designated and such assignment can only be changed in accordance with ORS 91.563(4), the approval of the Board of Directors and the consent of any mortgagee having an interest in any unit involved in the change.

4.3 Common elements to remain undivided. Common

3 ... DECLARATION

elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the Properties are subject to this Declaration.

ARTICLE V

Uses and Limitations of  
Each Building and Unit

5.1 Use of Units. Each unit is intended for use as a private residence for the owner, his family and guests; except that each owner shall be permitted to rent or lease his unit as an apartment during periods when he shall not be occupying such unit. No lease or rental of a unit shall excuse the owner from payment of any charges and assessments to which his unit is subject pursuant to this Declaration.

5.2 Limitation on use. The following restrictions are applicable to the use of any units:

5.2.1 No unit shall be used for any purpose other than residential purposes.

5.2.2 No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic cats and one dog for each unit and excepting caged pet birds kept within the unit, providing such cats, dogs and pet birds are not permitted to run at large, are kept and maintained in strict accordance with all regulations of the Association and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

5.2.3 No noxious or offensive activities shall be carried on in any unit or in any part of the general common elements, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

4 ... DECLARATION

5.2.4 No trucks, campers, trailers or boats shall be parked or permitted to remain in any portion of the general common elements, except in such specific parking areas as may be assigned by the Association to such recreational vehicle.

5.2.5 No owner or occupant shall remove or significantly alter any tree, shrub or any other improvement in any portion of the general common elements unless permission in writing is first granted by the Association.

5.2.6 Nothing shall be done or kept by any owner or occupant in any unit or in the common elements which will increase the rate of insurance on the common elements without written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or on any part of the common elements, or which would be in violation of any law.

5.2.7 All parts of the common elements, including walks and parking areas are for the use of owners on an equal basis. It shall be the responsibility of each owner to allow maximum ease of pedestrian and vehicular ingress and egress over walks and parking areas allowing no obstruction or barrier on, across or adjacent to sidewalks and parking areas.

5.2.8 In addition to all other remedies available for the enforcement of these covenants and restrictions, the Board of Directors shall have the power to establish, assess and collect fines for any and all violations.

#### ARTICLE VI

##### Limitation on Use of Common Elements

6.1 Each owner's right to the use of the common

5 ... DECLARATION

elements shall be subject to the following limitations:

6.1.1 The right of the Association to limit the number of guests permitted to use the facilities which are a part of the common elements.

6.1.2 The right of the Association to charge reasonable admission and other fees for the use of any facility which is a part of the common elements, and to promulgate reasonable rules and regulations in regard to the use of such facilities.

6.1.3 The right of the Association to suspend the enjoyment rights of any owner, member of his family, guest or tenant for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of published rules and regulations.

#### ARTICLE VII

##### Service of Process

7.1 The name of the person to receive service of process in the cases provided in ORS 91.578 (1) is Roger A. Nelson and his place of business within Multnomah County, Oregon, is 3033 N. E. Broadway, Portland, Oregon 97232.

#### ARTICLE VIII

##### Covenants for Payment of Share of Common Expenses and Special Assessments

8.1 Creation of lien and personal obligation. Each owner upon acceptance of the deed to a unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

8.1.1 His proportionate share of common expenses as determined by annual assessments or charges.

8.1.2 Special assessments for capital improvements as may be fixed, established and collected from time to time as hereinafter provided.

8.1.3 Fines assessed pursuant to Section 5.2.8

6 ... DECLARATION

of Article V of these covenants and restrictions. Such annual and special assessments and fines, together with interest thereon and cost of collection thereof as hereinafter provided shall be a continuing lien against the condominium of any owner to whom such assessment and/or fine applies and shall also be the personal obligation of the person who is the owner of such condominium at the time when the assessment and/or fine falls due.

8.2 Purpose of annual assessments. The annual assessment levied by the Association shall be for the purpose of paying the excess of common expenses over common income and shall be deemed exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the common elements. Without limiting the generality of the foregoing, assessments for common expenses may be used to pay for the cost of leasing facilities for the use of owners, for the cost of water and garbage removal, for the payment of insurance and ad valorem taxes upon the common elements.

8.3 Basis of annual assessment. Unless changed by the membership as hereinafter provided, the maximum annual assessment for any unit shall be \$1,000.00 per year. The Board of Directors may, after consideration of current maintenance costs, income of the Association, and its financial requirements, fix the actual annual assessment at an amount less than the maximum. Upon vote of the membership as herein-after provided, the Association may change the maximum annual assessment fixed by this section prospectively.

8.4 Special assessments for capital purposes.

7 ... DECLARATION

Upon vote of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common elements including necessary fixtures and personal property related thereto.

8.5 Uniform rate of assessment. Both the annual and special assessments must be fixed at a uniform rate for all units and may be collected on an annual, quarterly, or monthly basis in the discretion of the Board of Directors.

8.6 Voting and notices for special assessment and change of maximum assessment. Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the owners who vote in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all such owners at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting.

8.7 Date of commencement of annual assessments. The initial annual assessments for the excess of common expenses over common income shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on January 15th of such year.

The amount of the initial annual assessment for the first year in which assessments are made shall be prorated on a calendar-year basis according to the date of the first assessment.

8 ... DECLARATION

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

8.8 Duties of the Board of Directors. The Board of Directors shall fix the amount of the assessment against each unit for each assessment period and give the owner subject to such assessment written notice of such assessment at least thirty days in advance of the due date thereof, and the Board shall cause to be prepared a roster of the condominiums and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

The Association shall upon demand at any time furnish to any owner liable for an assessment a letter signed by an officer of the Association setting forth whether the assessment has been paid. Such letter shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

8.9 Effect of non-payment of assessments. If an assessment and/or fine is not paid on the date when due, such assessment and/or fine shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, continue as a lien on the condominium against which such assessment and/or fine was made, and the Association shall comply with the provisions of ORS 91.546 with respect to such lien. The personal obligation of the then owner to pay such assessments and fines, however, shall remain his personal obligation and the successor in title shall be liable therefor as provided in ORS 91.551(2). If the assessment and fines are not paid within thirty days after the delinquency date, the assessment and fines shall bear interest from the date of delinquency at the rate of ten percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or

9 ... DECLARATION

to foreclose the lien against the property.

In the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessments and fines as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or an appellate court level together with the costs and disbursements incurred. Any rentals received by the Association for the use of the unit may be applied to such assessments and fines at the option of the Board of Directors.

8.10 Effect of failure of Board of Directors to set assessment. The omission by the Board of Directors, before the time set herein, to fix the assessments hereunder shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration or a release of the owner from the obligation to pay an assessment or any installment thereof, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.11 Subordination of the lien to mortgages. The lien of the assessments and fines provided for herein shall be subordinate to the lien of any mortgage or deed of trust, provided, however, that such subordination shall apply only to the assessments and fines which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments and fines thereafter becoming due, nor from the lien of any such subsequent assessments and fines. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment which does not join in the execution thereof.

8.12 Right of mortgagee to vote at Association

10 ... DECLARATION



meetings under certain circumstances. If the mortgagee of any unit owner determines that the Board of Directors are not providing an adequate maintenance, repair, and replacement program for the project, as required in paragraph 8.2, such mortgagee, at its option, may deliver a written notice to the Board of Directors by delivering same to the registered agent required pursuant to ORS 91.578(1) setting forth the particular defect that it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to the receipt of such notice, then the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association of Unit Owners and to cast a vote for each unit on which it holds a mortgage lien on all business coming before such meeting, which said proxy rights shall continue until the defects listed on the aforementioned notice are corrected.

#### ARTICLE IX

##### Owner's Obligation to Repair

9.1 Each owner shall at the owner's expense keep the interior of his unit, its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition; shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of such unit. In addition, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals, or ranges that may be in or connected with his unit.

The Board of Directors and manager shall not be

11 ... DECLARATION

responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owner in any portion of his unit.

ARTICLE X

Restrictions on Maintenance,  
Construction and Improvement

10.1 Permission required for alterations. Owner shall not without first obtaining written consent of the Board of Directors make, or permit to be made, any structural alterations, improvements, subdivisions, or additions in or to his unit, or in and to the exterior of the building in which his unit is located or other general common elements. Owner shall not paint or decorate any portion of his deck, patio or other exterior portion of his unit without first obtaining the written consent of the Board of Directors.

10.2 Mailboxes. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the Board of Directors.

10.3 Signs. No sign or other advertising device of any character shall be erected on any unit or maintained upon any part of the Properties except one sign not larger than 18 inches by 24 inches advertising a unit for sale or for rent. Signs advertising the property for sale or for rent by a real estate broker shall not be permitted. Provisions of this section are not applicable to Declarant.

10.4 Antennas and aerials. All outside television and radio antennas and aerials are prohibited without express written consent of the Association.

ARTICLE XI

Easements and Encroachments

11.1 Reservation of easements. Declarant hereby grants

12 ... DECLARATION

to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

11.2 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the Properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, and for the execution generally of its rights and obligations as otherwise provided in this Declaration.

11.3 Easement of ingress and egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the common elements.

11.4 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the wilful conduct of an owner or owners.

13 ... DECLARATION

ARTICLE XII

BOOK 1355 PAGE 2725

Failure of Board of Directors  
to Insist upon Performance

12.1 Failure of the Board of Directors or manager to insist in any instance upon strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action shall not be construed as a waiver for the future of such term, covenant, condition or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect.

ARTICLE XIIILimitation of Liability and  
Indemnification of Board of Directors

13.1 Limitation of liability. Neither the manager nor the Board of Directors, nor any member thereof, shall be liable for any failure of any utility service to be obtained and paid for by the Board of Directors hereunder, or for any injury or damage to person or property caused by the elements or by another owner or person in the Properties, or for damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of any building or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by any gross negligence of the Board of Directors or manager as the case may be. No diminution or abatement of assessments for common expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

13.2 Indemnification of directors. Each Director shall be indemnified by the owners against all expenses and liabilities including attorney's fees reasonably incurred and

14 ... DECLARATION

imposed upon him in connection with any proceeding in which he may be a party and in which he may be involved by reason of his being or having been a member of the Board of Directors, or any settlement of such liability whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of wilful nonfeasance, misfeasance or malfeasance in performance of his duties. In the event of a settlement, however, such indemnification shall apply only when the Board of Directors approve such settlement as being for the best interests of the Association.

ARTICLE XIV

Insurance

14.1 Duty to obtain insurance. The manager, acting under the direction of the Board of Directors shall obtain and maintain at all times insurance for the benefit of the Association and the owners, in the type, kind and amount hereinafter provided; payments for such insurance shall be paid as part of the common expenses of the Association;

14.1.1 Policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of all units and common elements. Such policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium, if any. During the initial sale of all condominiums in the Properties, the amount of such policy may be the cost of the unsold condominiums plus the full insurable replacement value of all the condominiums not owned by the Declarant.

14.1.2 A policy or policies insuring the Association, its Board of Directors, the owners and the manager against any liability to the public or the owners, their invitees or tenants,

15 ... DECLARATION

incident to ownership or use of the Properties. Limits of liability under such policy shall be not less than \$100,000/\$300,000 for personal injury and \$100,000 property damage in each occurrence with such limits and coverage to be reviewed at least annually by the Board of Directors. Such policy or policies shall be issued on a comprehensive liability basis to provide cross liability endorsements wherein the rights of the insured under the policy shall not be prejudiced as respects any right of action of any such insured against another named insured.

14.2 Quality of insurance policies. All insurance policies required under this article shall be written in a company licensed to do business in Oregon and holding a rating of A+/AAA or better, by Best's Insurance Reports.

14.3 Authority to adjust losses. Exclusive authority to adjust losses under policies hereafter in force pursuant to this article shall be vested in the Board of Directors, or its authorized representative.

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

14.5 Owner's additional insurance. Each owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such way as to decrease the amount which the Board of Directors on behalf of all of the owners may realize under any insurance policy which the Board of Directors may have in force on the Properties at any particular time.

14.5 Notification as to improvements. Each owner must notify the Board of Directors in writing of any improvements to his unit, the value of which improvements is in excess of \$1,000.00.

16 ... DECLARATION

14.7 Duty to file copies of individual policies.

owner who obtains individual insurance policies covering any portion of the Properties other than personal property belonging to such owner, shall file copies of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

14.8 Provisions of insurance policies. The Board of Directors shall make every effort to secure insurance policies that will provide:

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

14.8.2 That the master policy on the Properties cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors, or the manager, without prior demand in writing that the Board of Directors or manager cure the defect.

14.8.3 That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

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

14.9 Review of Insurance. At least every three years the Board of Directors shall review all insurance carried by the Association, and such review shall include appraisal of all

17 ... DECLARATION

improvements to the Properties by a representative of the insurance carrier writing the master policy.

ARTICLE XV

Damage and Destruction

15.1 Application of insurance proceeds. In the case of fire, casualty, or other insured loss, the insurance proceeds of insurance policies covering such loss, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. "Reconstruction" of the damaged or destroyed buildings means restoring the buildings to substantially the same condition in which they existed prior to such loss, with each unit and the common elements having the same vertical and horizontal boundaries as before such loss. Final approval of such reconstruction shall be made by the Board of Directors of the Association.

15.2 Procedure if insufficient insurance proceeds. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to or destruction of such buildings shall be promptly repaired by the Board of Directors using the proceeds of insurance, if any, on the buildings for that purpose, and the owners shall be liable for assessment for any deficiency. Such deficiency shall take into consideration with respect to any owner's contribution, any individual policy of insurance proceeds provided by such owner.

15.3 Owners' rights if substantial destruction of Properties. However, if three-fourths or more in value of all of the buildings on the Properties are destroyed or substantially damaged, and if the owners by a vote of at least three-fourths thereof decide, within sixty (60) days after such destruction or damage not to make provision for repair, reconstruction or rebuilding of the damaged buildings, the Properties shall be considered to be removed from the provisions of the Oregon Unit Ownership Law,

18 ... DECLARATION



with the legal consequences resulting therefrom as set forth in ORS 91.591 and 91.593. In such event, the Board of Directors shall file a notice of the decision of the owners within such 60-day period with the County Recorder of Multnomah County.

ARTICLE XVI

Personal Property

16.1 The Board of Directors or the manager may acquire and hold for the benefit of the owners, personal property of any description and may dispose of the same by sale or otherwise. Beneficial interest in such personal property shall be owned by the owners in the same proportions as their respective interests in the general common elements, and shall not be transferable by an owner except with the transfer of a condominium. Transfer of a condominium shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

ARTICLE XVII

Reserves and Overassessments

17.1 Reserves. The Board of Directors in its discretion may establish such reserves as good business judgment warrants for the improvement, repair or other needed expenditures of maintenance of the Association and the general common elements. To fund such reserves, the Board of Directors may include additions to such reserve fund as a common expense in any assessment made against the owners. All such reserves shall be held by the Board of Directors as trustees, in trust for the owners as their contribution thereto shall appear, and shall not become the funds of the Association until the expenditures for which such reserve is created has become due and payable.

17.2 Overassessment. At the end of each fiscal year of the Association, the Board of Directors shall cause to be repaid promptly to each owner any amount by which his assessment

19 ... DECLARATION

during the fiscal year shall have exceeded the amount necessary to fund the difference between the common expenses and common income of the Association during such fiscal year. In lieu of refunding such overassessment in cash, the Board of Directors may credit the amount of such overassessment over against the owner's assessment for the succeeding fiscal year.

17.3 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants and reservations imposed by this Declaration, and a similar right shall exist with respect to recovery of damages for any such violation. In any suit or action contemplated by this section, the prevailing party shall be entitled, in addition to costs thereof, to such attorney fees as may be awarded by the court in such suit or action, including attorney fees on any appeal of any judgment or decree.

#### ARTICLE XVIII

##### General Provisions

18.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

18.2 Amendment. Except as otherwise provided herein, this Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Multnomah County, Oregon.

18.3 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

20 ... DECLARATION

1979

31

5

BOOK OF RECORDS

BOOK 1355 PAGE 2732

18.4 Effective date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Haertl Development Company has caused the foregoing Declaration to be signed by authority of its Board of Directors as of the day and year hereinabove first set forth.

HAERTL DEVELOPMENT COMPANY

BY *R. Haertl*  
President

STATE OF OREGON, )  
County of Multnomah ) ss. May 1, 1979

Personally appeared Roland Haertl, who, being sworn, stated that he is the president of Haertl Development Company, that he signed the foregoing document on behalf of said corporation and declared that the statements therein contained are true.

Before me:

*Jessie K. Loomis*  
Notary Public for Oregon  
My Commission Expires: 3-22-83

1979

31

5

BOOK OF RECORDS

EXHIBIT "A"

BOOK 1355 PAGE 2733

A replat of a portion of Lots 61, 62 and 63, Cedar Hill, in the Southwest Quarter of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows: Beginning at a galvanized iron pipe 2 inches in diameter, 36 inches long, 6 inches below the surface of the ground at a point on the southerly line of said Lot 63, Cedar Hill, 13.00 feet West of the west line of S. W. Cactus, said initial point being West 924.53 feet and North 1,322.22 feet from the angle corner on the South line of the A. N. King D.L.C.; thence West 118.23 feet to the easterly line of S. W. Cedar St.; thence along the easterly line of S. W. Cedar St. as follows: Along the arc of a 130.00 ft. radius curve to the right through a central angle of  $16^{\circ}04'26''$ , a distance of 36.47 ft. (the long chord of which bears N.  $8^{\circ}46'30''$  E., 36.35 feet); thence along the arc of a 76.00 foot radius curve to the left through a central angle of  $31^{\circ}12'32''$  a distance of 41.12 feet (the long chord of which bears N.  $1^{\circ}12'32''$  E., 40.62 feet); thence along the arc of a 25.00 foot radius curve to the left through a central angle of  $76^{\circ}38'25''$ , a distance of 33.44 ft. (the long chord of which bears N.  $1^{\circ}20'22''$  W., 31.00 ft.); thence N.  $50^{\circ}20'31''$  E., 9.30 ft; thence along the arc of a 34.30 foot radius curve to the left through a central angle of  $57^{\circ}24'09''$ , a distance of 34.36 ft. (the long chord of which bears N.  $68^{\circ}21'35''$  W., 32.94 ft) to a point on the Southerly line of S. W. Cactus Drive; thence following the Southerly and Westerly line of S. W. Cactus Drive along the arc of a 25.00 ft. radius curve to the left through a central angle of  $83^{\circ}27'20''$  a distance of 36.41 ft. (the long chord of which bears N.  $41^{\circ}12'40''$  E., 33.28 ft.); thence along the arc of a 115.10 ft. radius curve to the right through a central angle of  $83^{\circ}23'50''$ , a distance of 167.53 ft. (the long chord of which bears S.  $49^{\circ}34'22''$  E., 153.13 ft); thence along the arc of a 405.40 ft. radius curve to the left through a central angle of  $7^{\circ}24'46''$ , a distance of 52.45 ft. (the long chord of which bears S.  $11^{\circ}34'49''$  E., 52.41 ft.) to the South line of said Lot 63; thence West 13.00 feet to the point of beginning. Containing 0.34 acres.



AMALFI CONDOMINIUM

A PORTION OF A PORTION OF LOTS 6, 12 & 13 CEDAR HILLS  
 IN THE S.W. 1/4 SECTION 23, T. 17 N., R. 12 E., W. 4 M.  
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

APRIL, 1979  
 ALPHA ENGINEERING, INC.

SHEET 2 of 2 EXHIBIT "B"

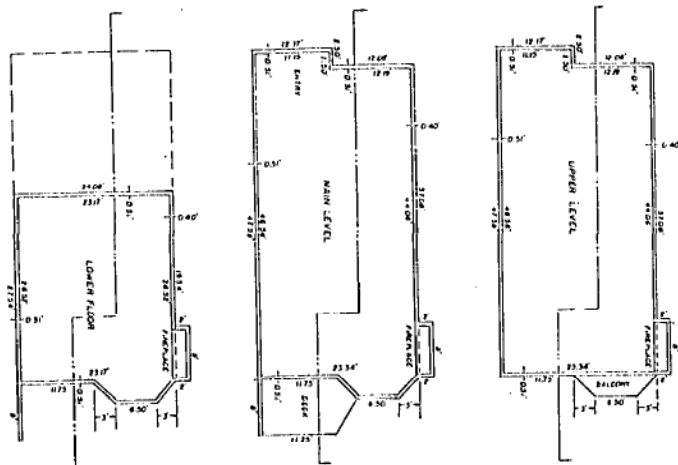
Details: T. McLEATH, REGISTERED ARCHITECT, 1025 N. GARDNER STREET, PORTLAND, OREGON 97227  
 AND LOUIS M. SANDS OF SANDS, ARCHITECTS, 1025 N. GARDNER STREET, PORTLAND, OREGON 97227  
 THE UNITS SHOWN ON THIS DRAWING WERE DESIGNED BY T. McLEATH AND LOUIS M. SANDS OF SANDS, ARCHITECTS  
 WHOSE PROFESSIONAL SEAL AND SIGNATURE ARE HEREIN SET FORTH IN ACCORDANCE WITH OREGON  
 LAWS AND REGULATIONS. THE UNITS WERE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE  
 OREGON CONDOMINIUM ACT, CHAPTER 92B, OREGON LAWS, 1971.

DATED THIS 22nd day of APRIL, 1979

*[Signature]*

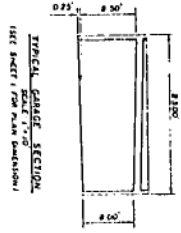
REGISTERED AND SIGN TO BECOME ME  
 MAY 22nd day of APRIL, 1979

*[Signature]*  
 SHARON A. SANDS  
 REGISTERED ARCHITECT  
 BY COMMISSION EXPIRES 12/31/82

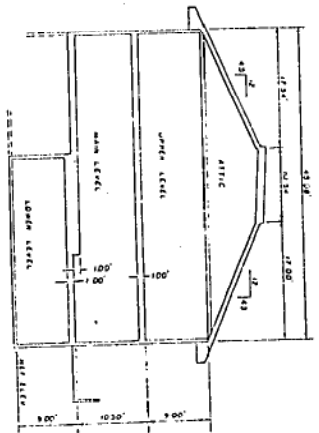


TYPICAL PLAN ALL UNITS  
 SCALE: 1/8" = 1'-0"

SECTION ELEVATIONS  
 SECTION 13' ON CENTER OF EXTERIOR ARE 8'58" FROM FACE OF  
 WALL  
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 98. 98th FLOOR  
 99. 99th FLOOR  
 100. 100th FLOOR



TYPICAL GARAGE SECTION  
 (SEE SHEET 1 FOR PLAN SECTION)



TYPICAL SECTION ALL UNITS  
 SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT  
 PROFESSIONAL  
 AND SUPERVISOR  
*[Signature]*

REGISTERED ARCHITECT  
 PROFESSIONAL  
 AND SUPERVISOR  
*[Signature]*

1979

31

5

BOOK OF RECORDS

EXHIBIT "C"

BOOK 1355 PAGE 2736

ASSIGNMENT OF LIMITED COMMON ELEMENTS

<u>UNIT</u>	<u>PARKING SPACES</u>	<u>BALCONIES</u>	<u>DECKS</u>
A	---	B-A	D-A
B	P-B	B-B	D-B
C	P-C	B-C	D-C
D	P-D	B-D	D-D

EXHIBIT TO DECLARATION OF UNIT OWNERSHIP

BYLAWS OF AMALFI  
UNIT OWNERS ASSOCIATION

BOOK 1355 PAGE 2737

ARTICLE I

Name and Applicability

1.1 Name. This Association shall be known as the AMALFI UNIT OWNERS ASSOCIATION, which is an unincorporated association composed of unit owners of Amalfi, a condominium project.

1.2 Definitions. The terms used in these bylaws shall have the meanings defined in ORS 91.500 and the Declaration of Unit Ownership of Amalfi, hereinafter referred to as the Declaration.

1.3 Applicability. Each owner, upon acceptance of the deed to a unit, shall be deemed to have consented to the applicability of the provisions of these bylaws to such owner and to all rules and regulations promulgated by the Association pursuant thereto as the same may from time to time be amended. These bylaws and such rules and regulations shall likewise be applicable to the families of owners and tenants, employees, and guests of owners.

ARTICLE II

Purposes

2.1 This Association is formed pursuant to the provisions of ORS §91.500 to 91.671, the Oregon Unit Ownership Law, to provide a means for administration of the condominiums located on the properties described in the Declaration.

ARTICLE III

Composition and Voting Rights

3.1 Composition. The Association shall be composed of all the owners of units in the condominium known as AMALFI.

1 ... BYLAWS



3.2 Voting Rights. Since each owner, pursuant to the Declaration, has an equal interest in the general common elements, each owner shall have one vote in any matter on which voting rights are provided by the Oregon Unit Ownership Law of these bylaws. The Declarant in the Declaration shall be entitled to one vote with respect to each unsold unit owned by Declarant.

When there is more than one record owner of a unit, all such owners may attend and participate in any meeting; but the vote for each unit shall be exercised as the persons holding such interests shall determine between themselves, provided that in no event shall there be more than one vote cast with respect to any such unit.

#### ARTICLE IV

##### Meetings

4.1 Annual meeting. The annual meeting of the owners shall be held in Portland, Oregon, or at such other place in Multnomah County and at such date and time in the month of May of each year as may be prescribed by the Board of Directors.

4.2 Special meetings. Special meetings of the owners may be called at any time by the Board of Directors and shall be called by the secretary of the Association upon written request of any two or more owners.

4.3 Notice. Notice of all meetings of owners shall be mailed by or at the direction of the secretary to each owner, postage prepaid, at the address thereof as shall appear in the records of the Association or is supplied by such owner to the Association for the purpose of notice. Such notice shall be mailed not less than seven (7) nor more than forty (40) days prior to the date of such meeting.

The notice of the meeting shall specify the place and time of the meeting, and in the case of a special meeting, the

2 ... BYLAWS

purpose of the meeting. For purpose of this section only, if ownership of a unit is divided among several persons or entities, notices shall be sent to each such person or entity.

4.4 Waiver of notice. Whenever any notice is required to be given to any owner in accordance with these bylaws, waiver thereof in writing signed by the person or persons entitled to such notice, whether it be before or after the time stated therein, shall be equivalent to the giving of such notice.

4.5 Quorum. The presence at any meeting in person or by proxy of a majority of the owners shall constitute a quorum for any action.

4.6 Proxy. An owner may vote in person or by proxy executed in writing and filed with the secretary prior to commencement of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Such proxy shall be revocable and shall automatically terminate upon termination of an owner's status as such.

4.7 Vote required. Except for matters on which a greater vote is required by the Oregon Unit Ownership Law, the Declaration or these bylaws, the action of a majority of those present at any duly called meeting of the Association at which a quorum is present shall constitute action of the Association.

4.8 Action by unanimous consent. Any action which may be taken by the Association may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the owners entitled to vote with respect to such matter. Such consent shall have the same force and effect as a unanimous vote and may be so described in any document required to be filed under the Oregon Unit Ownership Law, the Declaration or these bylaws.

#### ARTICLE V

##### Board of Directors

5.1 Number. The affairs of this Association shall be

3 ... BYLAWS

managed by a board of three directors. Until the first annual meeting, such directors shall be: R. Haertl, Roger A. Nelson, and Owen G. Miller, Jr.

After the first annual meeting, all directors shall be owners; provided, however, that an owner that is a corporation may designate its officers or agents to serve as directors.

5.2 Term. The directors named in the preceding section shall serve until the first annual meeting. At the first annual meeting owners shall elect two directors for a term of two years and one director for a term of one year. At each annual meeting thereafter, the owners shall elect directors for a term of two years to fill the term of office of the directors whose terms expire at such annual meeting. Directors shall serve until their successors are elected and assume office.

5.3 Vacancies. In the event of the death or resignation of a director, his successor shall be elected by a majority vote of the remaining directors. A director elected to fill a vacancy shall hold office during the remainder of the term of the director succeeded.

5.4 Removal. Any director may be removed from office at any time with or without cause, upon the majority vote of all of the owners taken at a meeting of the Association; provided, however, that the notice of such meeting shall have stated that such removal was to be considered. The successor of such director shall be elected at the same meeting for the then unexpired term of the director so removed.

5.5 Compensation. No director shall receive compensation for any services he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director and may receive compensation for services to the Association in other capacities than as a director.

5.6 Manner of Election. In any case where the number of nominations for the Board of Directors exceeds the number of vacancies, election shall be by secret written ballot. At each election the owners or their proxies may cast in respect to each vacancy as many votes as they are entitled to cast by the provisions of these bylaws. Persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meetings of the Board of Directors

6.1 Regular meetings. Within ten days after each annual meeting of the Association, the directors elected at such meeting and those holding over shall hold an organization meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting. If all directors are present at the time and place of such meeting, no prior notice of such meeting shall be required to be given to the directors.

The Board of Directors by resolution may establish the date, time and place for other regular meetings of the Board.

6.2 Special meetings. Special meetings may be called by the chairman and must be called by the chairman at the request of at least two directors. Such special meeting may be held at such time and place as the Board of Directors or the chairman shall determine and any business may be transacted at such meeting.

6.3 Notice. No notice need be given of regular meetings held pursuant to resolution of the Board of Directors as hereinabove specified. Notice of special meetings shall be given at least three days prior to the date of such meeting either personally, by mail, telephone or telegraph. Attendance at a meeting shall constitute a waiver of notice thereof.

6.4 Quorum. A majority of the directors shall constitute a quorum but no action of the Board of Directors shall

be valid unless it is approved by an affirmative vote of at least two directors.

6.5 Action without a meeting. Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors to such action. Any action so taken shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

Powers and Duties of the Board of Directors

7.1 General powers. The Board of Directors shall have power to:

7.1.1 Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the owners by other provisions of these bylaws or the Declaration.

7.1.2 Adopt, amend, revoke, publish and cause to be enforced rules and regulations not inconsistent with the Declaration governing the use of the common elements, and the personal conduct of owners, their families, tenant and guests thereon, and to establish penalties and fines for the infraction thereof. Such rules and regulations shall become effective when due notice thereof is given by mail to each owner at his address as indicated in the records of the Association.

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

7.2.1 Cause the common elements to be maintained, repaired and replaced as necessary, and in case of casualty and subject to the limitations in the Declaration, to reconstruct and re-establish the Properties.

7.2.2 As more fully set forth in Article V of the

Declaration, to fix the amount of the annual assessment for each owner's proportionate share of the difference between common expenses and common income and to give the owner subject thereto written notice of such assessment at least thirty days prior to the due date thereof; to cause to be prepared a roster of units subject to assessment with assessments applicable to each such unit and to keep such roster in the Association office subject to inspection by any owner.

7.2.3 To cause to be obtained and maintained in full force and effect policies of casualty and liability insurance meeting the specifications therefor set forth in Article XIV of the Declaration.

7.2.4 To employ, replace and fix the terms of compensation of a manager. The manager may be an individual or a corporation. The manager shall have such authority to act on behalf of the Board of Directors and the Association as may be delegated to him or it from time to time by the Board of Directors.

7.2.5 To cause to be employed such personnel as may be necessary for the maintenance, upkeep and repair of the common elements.

7.2.6 To cause to be kept a complete record of all of its acts and the proceedings of its meetings, and to cause to be presented at the annual meeting of the Association a report reviewing the business and affairs of the Association for the year.

7.2.7 To cause all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association as a part of the common expenses.

7.2.8 To obtain legal and accounting services necessary or proper in the operation of the Properties or the enforcement of the Declaration or these bylaws.

7 ... BYLAWS

7.3 Approval of payment vouchers. The treasurer shall pay or cause to be paid all vouchers signed by the manager for expenditures of up to \$1,000.00. Vouchers for any expenditures in excess of \$1,000.00 shall require the signature of the chairman and the manager.

7.4 Authority with respect to capital improvements. The Board of Directors shall not have authority to make expenditures in excess of \$1,000.00 for capital additions to or capital improvements of the common elements without the prior approval of the Association by a vote of a majority of all of the owners.

#### ARTICLE VIII

##### Officers

8.1 Officers. The officers of this Association shall be a chairman, who shall be a member of the Board of Directors, and a secretary and a treasurer, who may, but need not, be members of the Board of Directors. The Board of Directors may appoint an assistant secretary or an assistant treasurer by resolution entered in its minutes. The offices of secretary and treasurer may be held by the same person. Officers shall be elected at the organization meeting of the Board of Directors each year, and the term of office shall be for a term of one year and until their successors are elected and assume office unless such officer resigns or is removed.

8.2 Removal, Resignation and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.3 Chairman. The chairman shall preside at all meetings of the Association and of the Board of Directors. He shall sign for the Association such contracts and other documents as he may

8 ... BYLAWS

be authorized by the Board of Directors to sign and as prescribed by these bylaws, and shall perform all acts and duties usually performed by a presiding officer or as prescribed by the Board of Directors.

In the absence of or disability of the chairman, the member of the Board of Directors senior in service shall preside and perform the duties of the chairman.

8.4 Secretary. The secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the Board of Directors; serve notice of the meetings of the Board of Directors and of the owners; keep appropriate current records showing the names and addresses of the owners, perform such duties as he is required to perform in connection with assessments; and shall perform such other duties as may be required by the Board. The assistant secretary may be authorized by the Board of Directors to perform the duties of the secretary.

8.5 Treasurer. The treasurer shall pay or cause to be paid vouchers in accordance with the terms of these bylaws; shall keep such records, make such reports and perform such other duties as may be required from time to time by the Board of Directors.

8.6 Delegation and change of duties. In the event of absence or disability of any officer, the Board of Directors may delegate, during such absence or disability, the powers or duties of such officer to any other officer or any director.

#### ARTICLE IX

##### Collection of Share of Common Expenses

9.1 Basis and determination. Each owner's share of the excess of common expenses over common income shall be collected as an assessment on the basis and in the manner set forth in Article V of the Declaration. The Board of Directors may fix an



annual assessment in any amount less than the maximum set forth in the Declaration. The maximum annual assessment established in the Declaration may be changed as provided in the Declaration by vote of the owners. Special assessments for capital improvements may likewise be established by vote of the owners as set forth in the Declaration.

9.2 Certificates with respect to assessment. The secretary shall cause to be furnished to an owner liable for an assessment upon demand of such owner a letter setting forth whether the assessments on property of such owner have been paid.

9.3 Lien as reasonable value. Each owner agrees that in the event an unpaid assessment or fine becomes a lien upon his condominium in accordance with the provisions of the Declaration and ORS 91.580, that the amount of such lien shall conclusively be deemed to be the reasonable value of such common expenses and fines as are represented by such lien.

9.4 Provisions in the event of foreclosure of lien. In any foreclosure suit against a unit, the owner shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect such rental. The manager acting on behalf of the Association shall have power to bid in the unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey such unit. Any rental received shall be applied first to the costs of renting such unit and secondly to the amount of such unpaid assessments and fines thereon.

#### ARTICLE X

##### Books, Records, Audit

10.1 Inspection by Members. The books and records of the Association shall at all times during reasonable business hours be subject to inspection by any owner at the office of the Association.

10.2 Audit. An audit shall be made at any time upon

10 ... BYLAWS

order of the Board of Directors or upon a majority vote of the owners present at a regular or special meeting of the Association.

10.3 Execution of Documents. When the execution of any instrument has been authorized by the Board of Directors without specifying the executing officer, such instrument may be executed by any two of the following officers: chairman, secretary, treasurer and assistant secretary. The Board of Directors may, however, authorize any one of such officers to sign any such instrument for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such instrument.

ARTICLE XI

Mortgagees

11.1 Notice to Association. Any unit owner who mortgages his interest in a unit shall notify the Association, through the managing agent, of the name and address of his mortgagee and the secretary shall maintain such information in the record of ownership of the Association.

11.2 Notice of Unpaid Assessments. The managing agent or Board of Directors, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any unpaid assessments due from the owner of such unit.

ARTICLE XII

Amendments

12.1 These bylaws may be amended at any annual or special meeting of the Association provided that notice of the amendment shall be included in notice of the meeting. No such amendment shall be effective unless and until approved by the vote of not less than 75% of the owners and until a copy of the bylaws as so amended, certified by the chairman and secretary of the

11 ... BYLAWS



1979

31

5

BOOK OF RECORDS

BOOK 1355 PAGE 2749

40388

STATE OF OREGON }  
Multnomah County } st. DEED

I, Director, Department of Administration Services and Recorder of Deeds, in witness whereof, my hand and seal of office are hereunto set at the City of Portland, Oregon, this 31st day of May, 1979.

MAY 31 PM 4:30

In Book 1355 Page 2749  
witness my hand and seal of office attested.

Director  
Department of Administration  
Services

Rec. *J. Hornum*  
Deputy

732 NW 19th Ave  
Portland, OR 97209

181.00

1979

13

6

BOOK OF RECORDS

Revisions

BOOK 1359 PAGE 827

to

Declaration of Unit Ownership

of

Amalfi

and, as an exhibit, the

Bylaws of Amalfi

Unit Owners Association

as previously recorded May 31, 1979 in the Office of the County  
Clerk of Multnomah County, Oregon in Book 1355, Page 2712, Deed  
Records.

Page 1 of 7

Declaration of Unit Ownership of Amalfi

BOOK 1359 PAGE 828

revised articles:

1.7 "Unit" shall mean a specific improvement and elements of a condominium upon the properties and excluding general common elements, each such unit being shown on the plot plan attached hereto as Exhibit "B" and by this reference incorporated herein. All interior space enclosed by walls common to any specific unit shall be deemed a part of such unit.

4.1 General common elements. General common elements shall include all exterior walls and common walls, roofs, foundations, properties and land, and shall in general consist of all portions of the structures and improvements which are not units or limited common elements.

Each owner shall have an undivided 1/4 interest (25%) in such general common elements. No owner's individual interest in the general common elements shall be separated from the unit to which it appertains, and each individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited common elements. The driveways and parking areas serving Units A & B, and Units B, C & D shall inure principally, preemptively and exclusively for actual use by the specific unit served thereby. Except as stated in the foregoing sentence, the driveways shall be deemed general common elements, but the three designated uncovered parking spaces, the balconies, the exterior stairways and the decks shall be limited common elements which are assigned to individual units in accordance with supplemental Exhibit "C", attached hereto and by this reference incorporated herein and shall be reserved for the sole use of each unit designated and such assignment can only be changed in accordance with ORS 91.563(4), the approval of the Board of Directors and the consent of any mortgagee having an interest in any unit involved in the change.

1979

13

6

BOOK OF RECORDS

BOOK 1359 PAGE 829

4.3 General common elements to remain undivided. General common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the Properties are subject to this Declaration.

8.12 Right of mortgagee to vote at Association meetings under certain circumstances. If the mortgagee of any unit owner determines that the Board of Directors are not providing an adequate maintenance, repair, and replacement program for the project, as required in paragraph 8.2, such mortgagee, at its option, may deliver a written notice to the Board of Directors by delivering same to the registered agent required pursuant to ORS 91.578(1) setting forth the particular defect that it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to the receipt of such notice, then the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association of Unit Owners and to cast a vote for each unit on which it holds a mortgage lien on all business coming before such meeting, which said proxy rights shall continue until the defects listed on the aforementioned notice are corrected. Said vote shall be in lieu of and in substitution of the vote of the owner of the unit to which such mortgage relates.

10.1 Permission required for alterations. Owner shall not without first obtaining written consent of the Board of Directors make, or permit to be made, any structural alterations, exterior improvements, subdivisions, or additions in or to his unit, or in and to the exterior of the building in which his unit is located or other general common elements. Owner shall not paint or decorate any portion of his deck,

1979

13

6

BOOK OF RECORDS

BOOK 1359 PAGE 830

patio or other exterior portion of his unit without first obtaining the written consent of the Board of Directors.

11.1 Reservation of easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of maintaining, repairing and operating sewers and drainage systems, poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements, excepting those required to complete construction according to plans and specifications. Declarant reserves the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

14.1.1 Policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of all general common elements. Such policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium, if any, subject to the various mortgagee's repairing or replacing such condominium unit to a state identical to that existing before the loss. During the initial sale of all condominiums in the Properties, the amount of such policy may be the cost of the unsold condominiums plus the full insurable replacement value of all the general common elements of the condominiums not owned by the Declarant.

14.5. Owner's insurance. Each owner shall be solely responsible



for obtaining casualty, public liability, personal property and interior improvement insurance at his or her own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such way as to decrease the amount which the Board of Directors on behalf of all the owners may realize under any insurance policy which the Board of Directors may have in force with respect to the general common elements at any particular time.

5.2.8 This article is hereby deleted in its entirety. All references to fines elsewhere in these articles are voided.

Bylaws of Amalfi Unit Owners Association

revised article:

5.1 Number. The affairs of this Association shall be managed by a board of four directors. Until the first annual meeting, such directors shall be: R. Haertl, Roger A. Nelson, and Owen G. Miller, Jr.

9.3 Lien as reasonable value. Each owner agrees that in the event an unpaid assessment becomes a lien upon his condominium in accordance with the provisions of the Declaration and ORS 91.580, that the amount of such lien shall conclusively be deemed to be the reasonable value of such common expenses as are represented by such lien.

AMALFI CONDOMINIUM SUPPLEMENTAL EXHIBIT "B"

(A REPLY TO A PORTION OF LOTS 6, 12 & 63 CEDAR HILL IN THE S.W. 1/4 SECTION 31, T.11N., R.15W., MULTNOMAH COUNTY, OREGON)

SCALE: 1" = 20'

ALPHA ENGINEERING, INC.

APRIL, 1979

DECLARATION: THESE INTERESTS HAVE BEEN DEVELOPED BY THE DEVELOPER FOR A SINGLE UNIT OF RESIDENTIAL DEVELOPMENT... THE DEVELOPER HAS BEEN ADVISED BY THE CITY OF PORTLAND...

ACKNOWLEDGEMENT: I, the undersigned, being duly sworn, depose and say that I have correctly surveyed and marked with proper monuments the lands represented on the attached plan...

ACKNOWLEDGEMENT

STATE OF OREGON S.S.

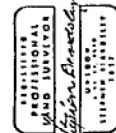
CITY OF MULTNOMAH, Oregon, do hereby certify that the foregoing plat was duly recorded in the public records of this county...



Notary Public in and for the State of Oregon

SURVEYORS CERTIFICATE

WE, the undersigned, being duly sworn, depose and say that we have correctly surveyed and marked with proper monuments the lands represented on the attached plan...

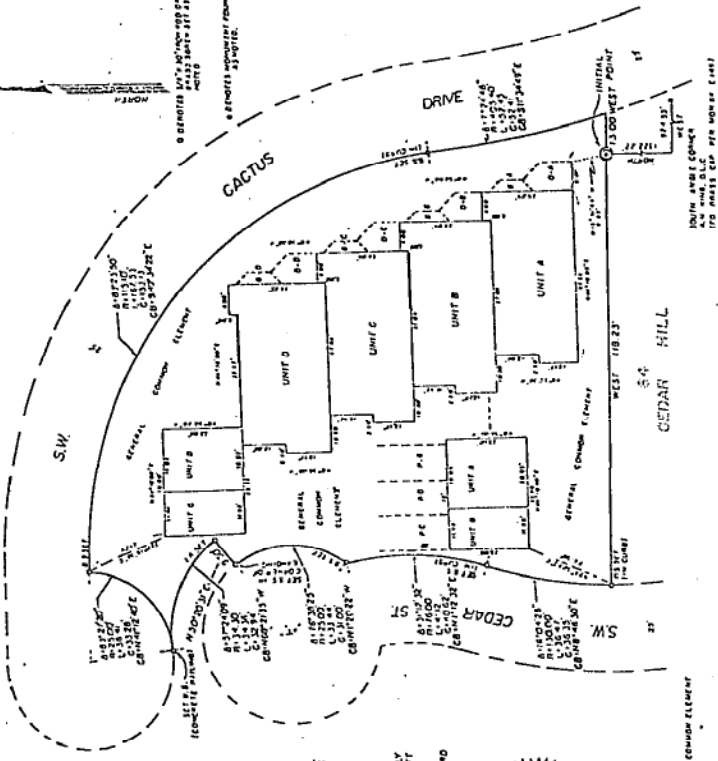


BRUCE G. LAWSON, PROFESSIONAL ENGINEER

APPROVALS

APPROVED: [Signature] CITY ENGINEER, MULTNOMAH COUNTY, OREGON

APPROVED: [Signature] CITY ENGINEER, MULTNOMAH COUNTY, OREGON



NOTE: DOCUMENTS ON RECORDED PLAT OF 'CEDAR HILL' AND PLATS OF 'AMALFI CONDOMINIUM'...

Professional Engineer Seal for Bruce G. Lawson

EXHIBIT "C"

ASSIGNMENT OF LIMITED COMMON ELEMENTS

UNIT	PARKING SPACES	BALCONIES	DECKS
---		B-A	D-A *
B	P-B	B-B	D-B
C	P-C	B-C	D-C
D	P-D	B-D	D-D

\*Unit "A" limited common elements include two identical decks and one exterior stairway.

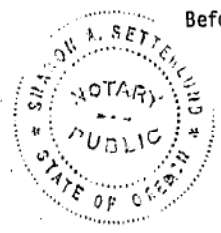
HAERTL DEVELOPMENT COMPANY

BY Neal David  
Neal David - General Manager

STATE OF OREGON, }  
County of Multnomah } ss. June 13, 1979

Personally appeared Neal David, who, being sworn, stated that he is the general manager of Haertl Development Company, that he signed the foregoing document on behalf of said corporation and declared that the statements therein contained are true.

Before me:



Shawn A. Setters  
Notary Public for Oregon  
My commission expires: 11/20/82

1979

13

6

BOOK OF RECORDS

682 11 001-1000

after recording return to:

BOOK 1359 PAGE 834

Haertl Development Company  
732 NW 19th Avenue  
Portland, OR 97209

44180

DEED  
STATE OF OREGON } ss.  
Multnomah County }

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 for record and duly recorded at \_\_\_\_\_ of said County at \_\_\_\_\_

1979 JUN 13 PM 3:47

RECORDING SECTION  
MULTNOMAH CO. OREGON



In Book 1359 Page 827

Witness my hand and seal of office affixed.

Director  
Department of Administration  
Services

*P. Honnert*  
Deputy.

Rec-17

21.02