

ARBOR VISTA CONDOMINIUM

PLAT BOOK 6239 PAGE 61

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK B, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, MULTNOMAH COUNTY PLAT RECORDS, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. N.W. 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

RECORDED PER AFFIDAVIT OF CORRECTION
RECORDED AS DOCUMENT NO. 382676.03
MULTNOMAH COUNTY-RECORDS

BY GARY R. ANDERSON

NOTES:

- BUILDING LINES (1) AND (2) ARE PARALLEL WITH THE SOUTHERLY PROPERTY LINE AND BUILDING LINES (A) AND (M) ARE PERPENDICULAR TO SAID SOUTHERLY LINE.
- THE BUILDING DIMENSIONS SHOWN ARE TO BUILDING LINES OR EXTERIOR FOUNDATION WALL FACES.

SCALE: 1" = 20'

GPS STATION "VISTA" #0071
EAGLE SURVEY BRASS CAP
PER SN 54175

LEGEND:

- ▲ FOUND MONUMENT AS NOTED
- FOUND BRASS SCREW WITH 3/4" DIA. BRASS WASHER MARKED "DEA INC." PER SN 55557, UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DEA INC." PER SN 55557
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS"
- BLDG. BUILDING
- COR. CORNER
- (TYP) TYPICAL
- W/YPC WITH YELLOW PLASTIC CAP
- IR IRON ROD
- SN SURVEY NUMBER MULTNOMAH COUNTY SURVEY RECORDS
- (R) RADIAL

INDEX OF SHEETS:

- SHEET 1 - PLAT BOUNDARY, SURVEYOR'S CERTIFICATE, NARRATIVE
- SHEET 2 - CROSS SECTION A-A, FLOOR ELEVATION SHEET
- SHEET 3 - LEVEL ONE: EAST PARKING GARAGE
- SHEET 4 - LEVEL TWO: LIVING UNITS, WEST PARKING GARAGE
- SHEET 5 - LEVEL FOUR: LIVING UNITS, TENANT STORAGE
- SHEET 6 - LEVEL FIVE: LIVING UNITS
- SHEET 7 - LEVEL SIX: LIVING UNITS
- SHEET 8 - LEVEL SEVEN: LIVING UNITS, TENANT STORAGE DETAIL
- SHEET 9 - LEVEL SEVEN: LIVING UNITS, TENANT STORAGE DETAIL
- SHEET 10 - DECLARATION, ACKNOWLEDGEMENT, APPROVALS, AND SURVEYOR'S CERTIFICATE OF COMPLETION

SURVEYOR'S CERTIFICATE:

I, GARY R. ANDERSON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEKED MAP OF "ARBOR VISTA CONDOMINIUM" SITUATE IN A PORTION OF LOTS 1 AND 8 AND ALL OF LOTS 2 AND 7, BLOCK B, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, A DEED RECORDED SUBDIVISION, MULTNOMAH COUNTY PLAT RECORDS, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. N.W. 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

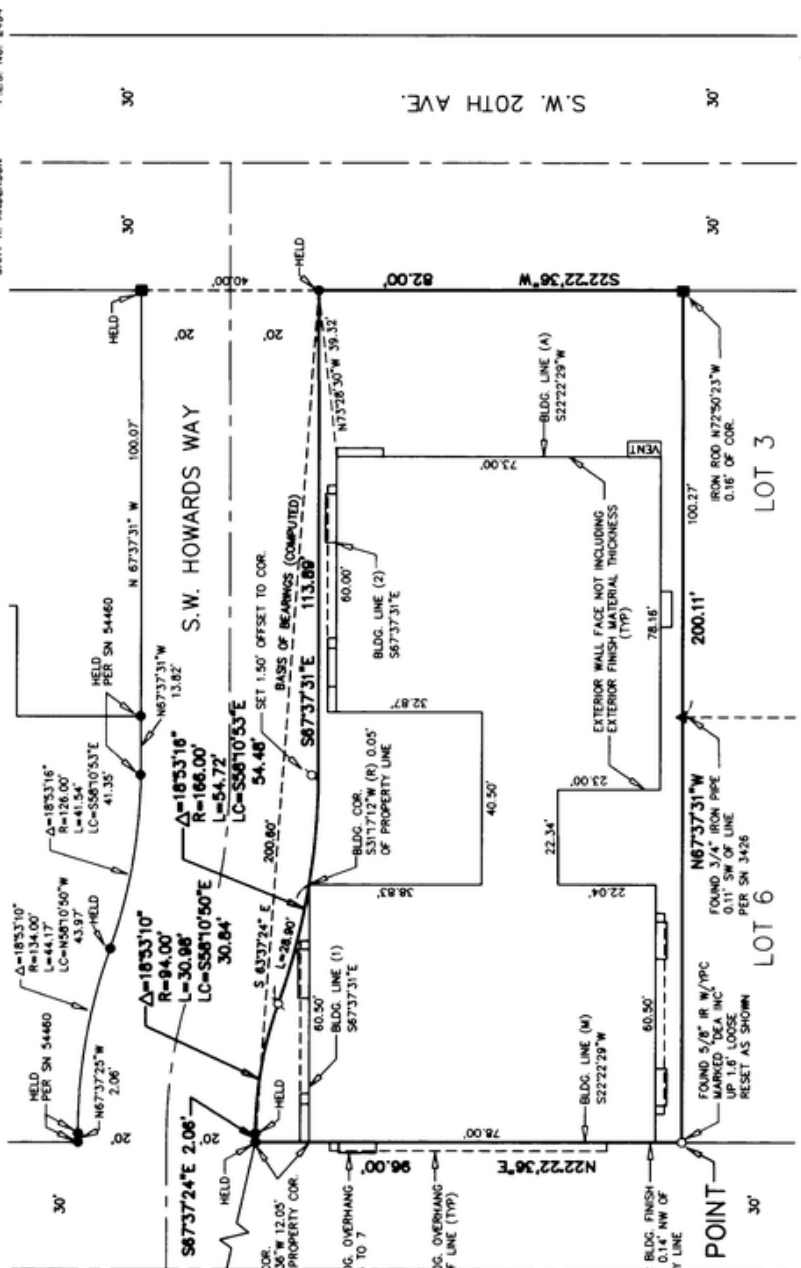
BEGINNING AT THE INITIAL POINT, A SET 5/8" X 30" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS" AT THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE, ALONG THE WESTERLY LINE OF SAID LOTS 7 AND 8, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF SW 21ST AVENUE, NORTH 22° 22' 36" EAST, 96.00 FEET TO THE POINT-OF-INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SW HOWARDS WAY; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR THE FOLLOWING FOUR COURSES: SOUTH 67° 37' 24" EAST, 2.06 FEET TO A POINT-OF-CURVATURE; ALONG THE ARC OF A 94.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18° 53' 10" (CHORD BEARS SOUTH 56° 10' 50" EAST, 30.84 FEET); SOUTH 67° 37' 24" EAST, 2.06 FEET TO A POINT-OF-CURVATURE; ALONG THE ARC OF A 166.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18° 53' 10" (CHORD BEARS SOUTH 56° 10' 50" EAST, 30.84 FEET); SOUTH 67° 37' 24" EAST, 2.06 FEET TO THE POINT-OF-INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7; SAID POINT-OF-INTERSECTION BEING THE WESTERLY CORNER OF SAID LOT 2; THENCE, ALONG THE EASTERLY LINE OF SAID LOTS 1 AND 2, SOUTH 22° 22' 36" WEST, 82.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE, ALONG THE SOUTHERLY LINE OF SAID LOTS 2 AND 7, NORTH 67° 37' 31" WEST, 200.11 FEET TO THE INITIAL POINT.

BEARINGS ARE BASED UPON THE OREGON COORDINATE SYSTEM OF 1927, NORTH ZONE.

CONTAINING 0.390 ACRES, MORE OR LESS.

GARY R. ANDERSON
P.L.S. NO. 2434

GARY R. ANDERSON
P.L.S. NO. 2434



NARRATIVE:

I, GARY R. ANDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION. THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY OF DOCUMENT NUMBER 9701182 BEING A PORTION OF LOTS 1 AND 8 AND ALL OF LOTS 2 AND 7, BLOCK B, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, A DEED RECORDED SUBDIVISION, MULTNOMAH COUNTY PLAT RECORDS, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. N.W. 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

2. BLOCK B, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, A DEED RECORDED SUBDIVISION, MULTNOMAH COUNTY PLAT RECORDS, MULTNOMAH COUNTY, OREGON MAY 15, 1998

THE RECORD INFORMATION AS SHOWN ON PAGE 10 OF SURVEY NUMBER 55,557, MULTNOMAH COUNTY SURVEY RECORDS.

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)864-0652

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., N.W., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

CORRECTED PER AFFIDAVIT OF CONNECTION RECORDED AS DOCUMENT NO. 98-202402 MULTNOMAH COUNTY DEED RECORDS BY: *M. J. Anderson*

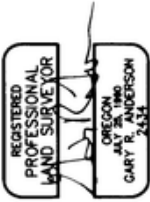
NOTES:

- BENCHMARK: WESTERLY MOST BRASS SCREW AND WASHER MARKED "DEA, INC.", LOCATED ON THE NORTHEAST CORNER OF SW 21ST AVENUE AND SW HOWARD'S WAY, CITY OF PORTLAND DATUM ELEVATION = 156.20 FEET.
- BENCHMARK FROM TOPOGRAPHIC SURVEY OF THIS SITE BY DEA, INC., DATED JANUARY 29, 1997.

LEGEND:

- LCE LIMITED COMMON ELEMENT
- GCE GENERAL COMMON ELEMENT
- FF FINISH FLOOR ELEVATION
- BLDG. BUILDING
- (TYP) TYPICAL

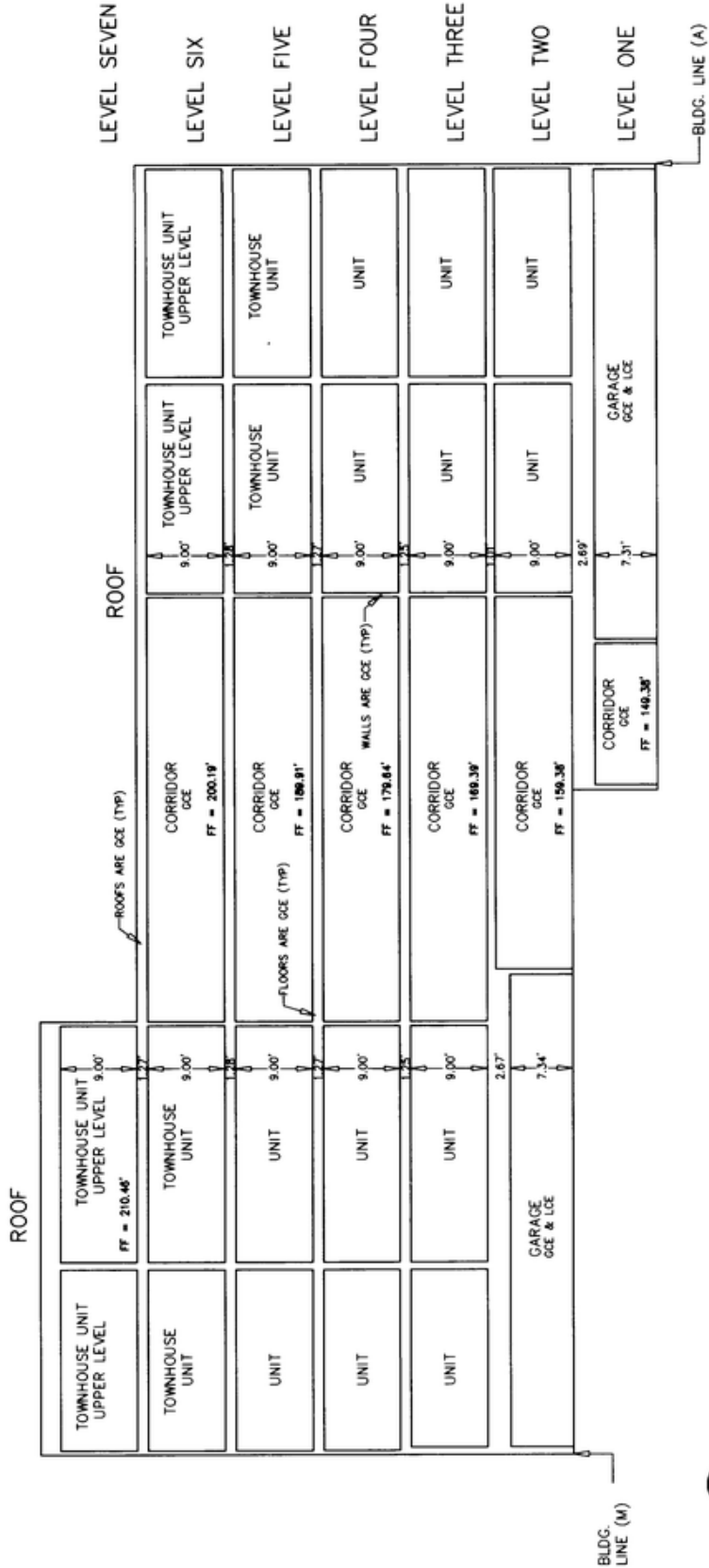
PLAT BOOK 1239 PAGE 62



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF ARBOR VISTA CONDOMINIUM.

GARY R. ANDERSON P.L.S. NO. 2434



SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)884-0652

12355-01

SHEET 2 OF 10



SCALE: 1" = 10'

CROSS SECTION A-A

123501A.DWG

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

* CORRECTED PER AFFIDAVIT OF CORRECTION RECORDED AS DOCUMENT NO. 28160351 MULTNOMAH COUNTY DEED RECORDS BY *Michele Greenaway*

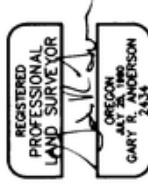
NOTES:

1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.

LEGEND:

P-#	PARKING UNIT NUMBER	GENERAL COMMON ELEMENT
GCE	(TYP)	TYPICAL BUILDING
BLDG.	(TYP)	CONCRETE COLUMN
COL.	(TYP)	DIAMETER

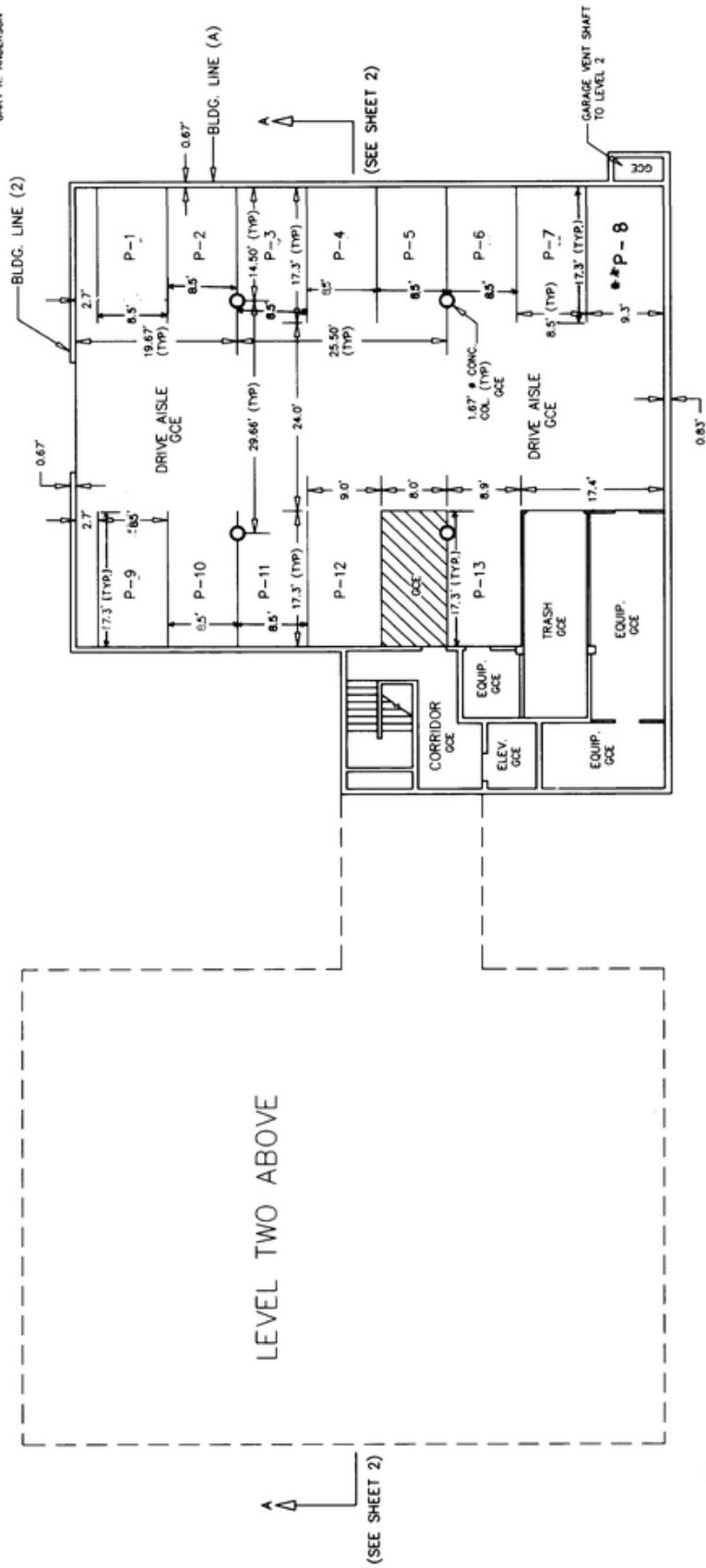
PLAT BOOK 2239 PAGE 63



RENEWAL DATE
12-31-99

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM."

GARY R. ANDERSON P.L.S. NO. 2434



SCALE: 1" = 10'

LEVEL ONE

* CORRECTED PER AFFIDAVIT OF CORRECTION RECORDED AS DOCUMENT NO. 28160351 MULTNOMAH COUNTY DEED RECORDS BY *Michele Greenaway*

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)884-0652

1235-01

SHEET 3 OF 10

123501A.DWG

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
MAY 15, 1998

CORRECTED PER AFFIDAVIT OF CORRECTION
RECORDED AS DOCUMENT NO. 28205602
MULTNOMAH COUNTY DEED RECORDS

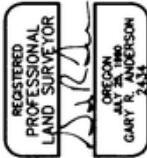
BY *M. Anderson*

LEGEND:

- P--# PARKING UNIT NUMBER
- UNIT # UNIT NUMBER
- LCE LIMITED COMMON ELEMENT
- GCE GENERAL COMMON ELEMENT
- (TYP) TYPICAL
- BLDG. BUILDING
- CONC. CONCRETE
- COL. COLUMN
- SF SQUARE FEET
- Ø DIAMETER

NOTES:

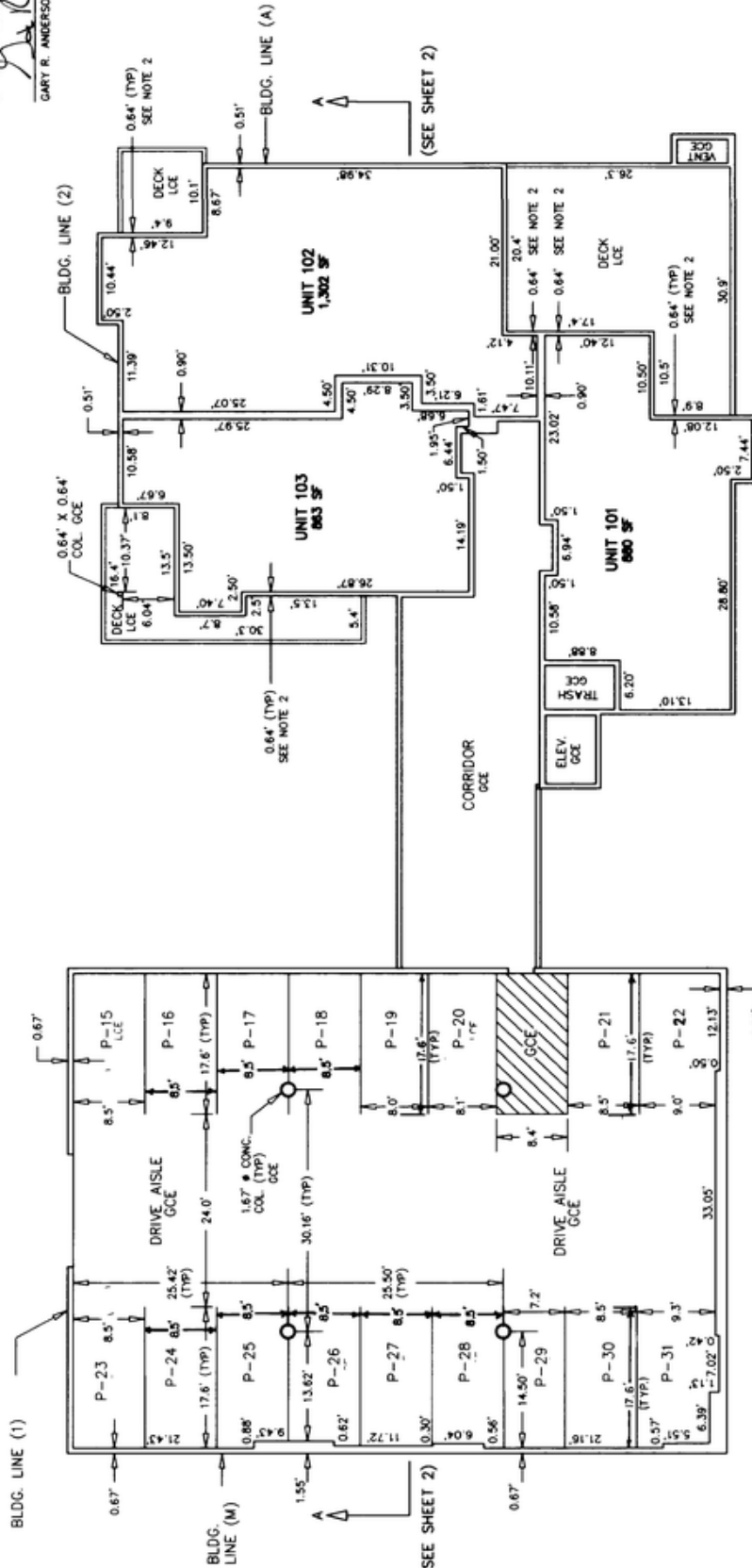
1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. WALL DIMENSIONS SHOWN AT DECKS ARE TO THE EXTERIOR FINISH SURFACE OF THE WALL NOT THE BUILDING LINE.
3. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
4. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM"

GARY R. ANDERSON P.L.S. NO. 2434



SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)684-0652

LEVEL TWO

SCALE: 1" = 10'

123501A.DWG

1235-01

SHEET 4 OF 10

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, MAY 15, 1998

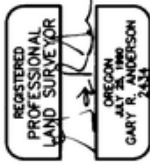
* CORRECTED PER AFFIDAVIT OF CORRECTION RECORDED AS DOCUMENT NO. 31807607 MULTNOMAH COUNTY DEED RECORDS BY M. Williams

LEGEND:

- UNIT ### UNIT NUMBER
- LCE LIMITED COMMON ELEMENT
- GCE GENERAL COMMON ELEMENT
- (TYP) TYPICAL
- SF SQUARE FEET
- BLDG. BUILDING

NOTES:

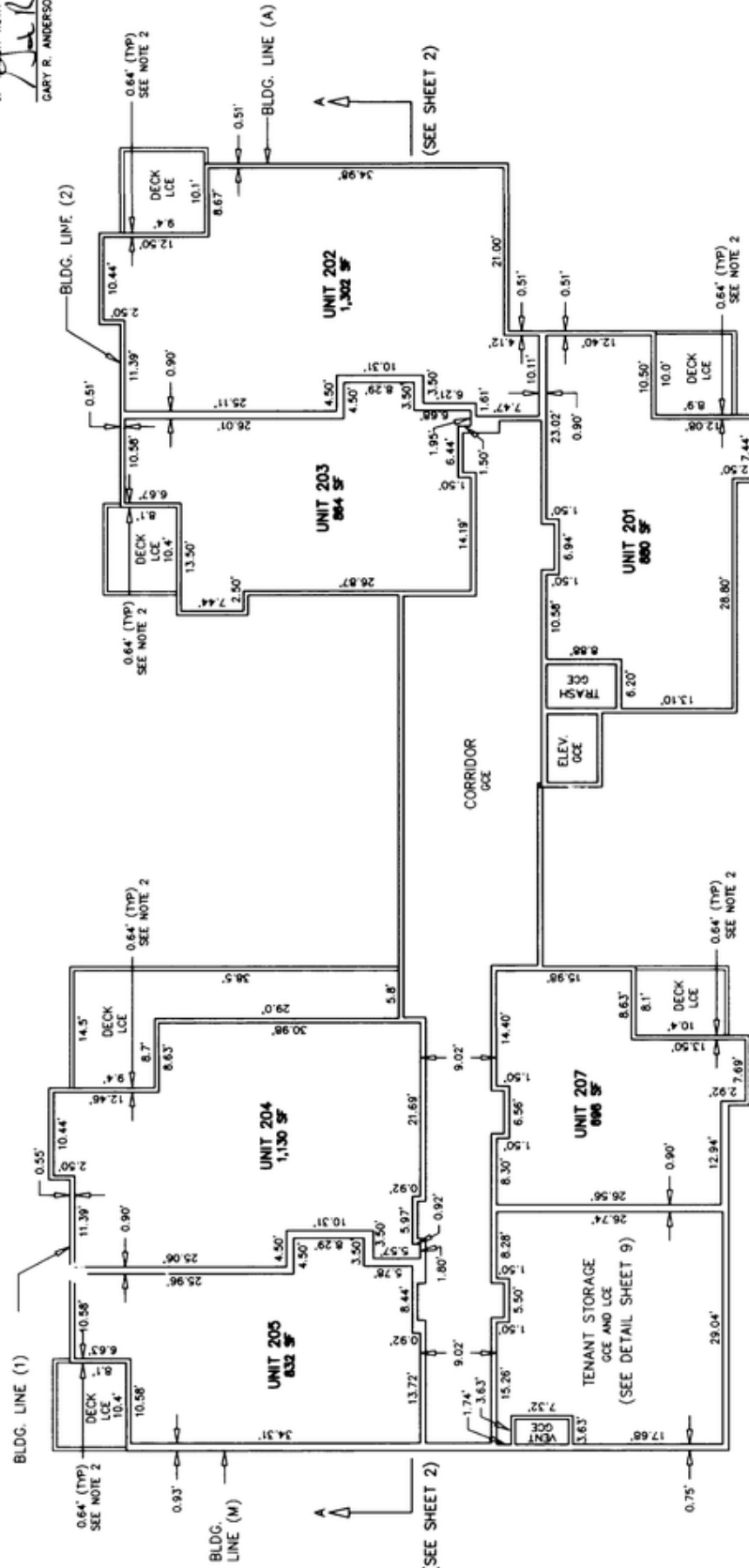
1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. WALL DIMENSIONS SHOWN AT DECKS ARE TO THE EXTERIOR FINISH SURFACE OF THE WALL NOT THE BUILDING LINE.
3. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
4. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF ARBOR VISTA CONDOMINIUM.

GARY R. ANDERSON P.L.S. NO. 2434



SCALE: 1" = 10'

LEVEL THREE

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)684-0652

1235-01
SHEET 5 OF 10

123501A.DWG

ARBOR VISTA CONDOMINIUM

LEGEND:

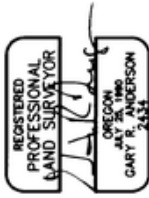
- UNIT ## UNIT NUMBER
- LCE LIMITED COMMON ELEMENT
- GCE GENERAL COMMON ELEMENT
- (TYP) TYPICAL
- SF SQUARE FEET
- BLDG. BUILDING

NOTES:

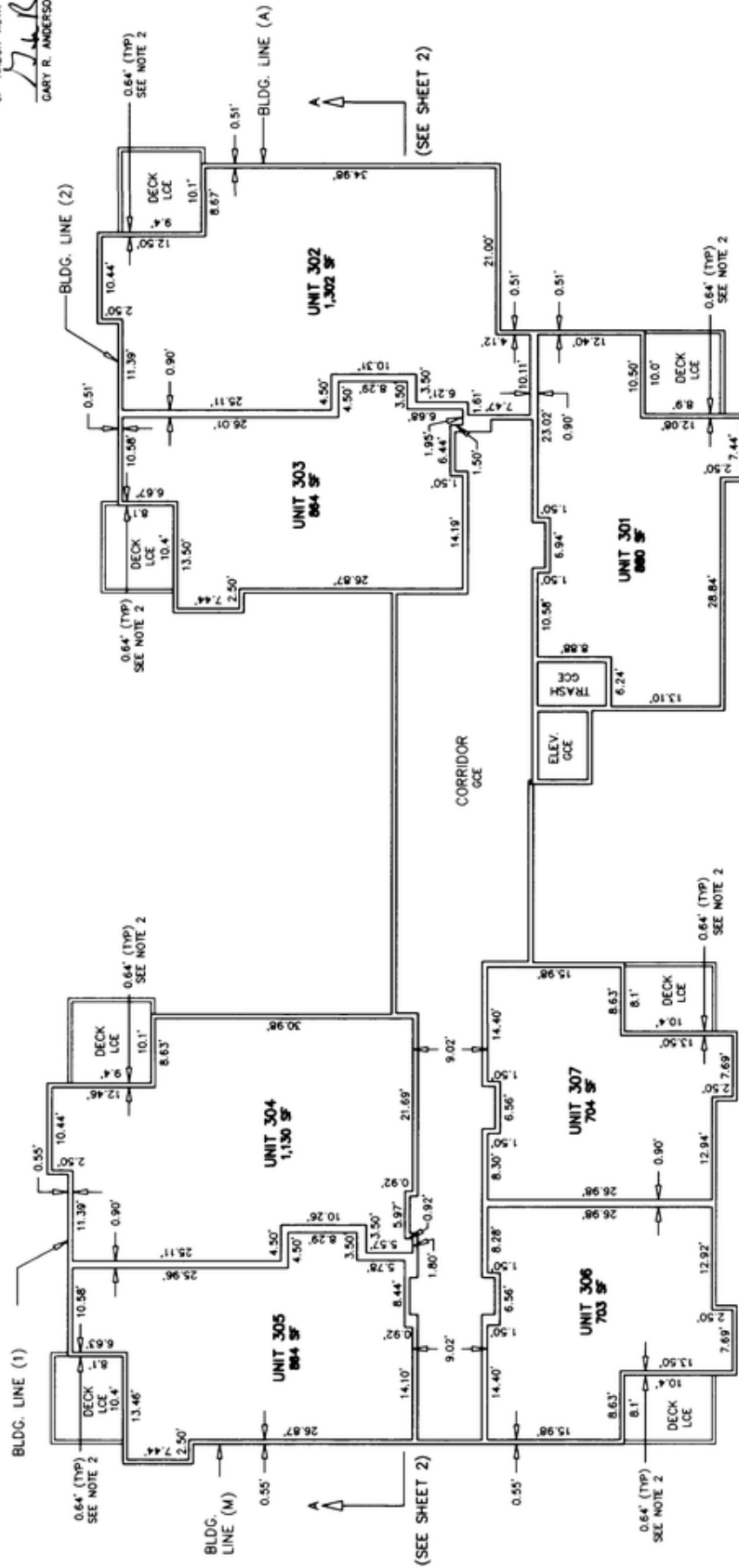
1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. WALL DIMENSIONS SHOWN AT DECKS ARE TO THE EXTERIOR FINISH SURFACE OF THE WALL NOT THE BUILDING LINE.
3. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
4. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., * N.W. CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

* CORRECTED PER AFFIDAVIT OF CORRECTION
NO. 2007-1603
MULTNOMAH COUNTY DEED RECORDS
BY *Debra S. ...*



1. HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM."
CARY R. ANDERSON P.L.S. NO. 2434
RENEWAL DATE 12-31-99



SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)884-0652

SCALE: 1" = 10'

LEVEL FOUR

ARBOR VISTA CONDOMINIUM

A REPEAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
MAY 15, 1998

* CORRECTED PER AFFIDAVIT OF CORRECTION
RECORDED AS DOCUMENT NO. 281026029
MULTNOMAH COUNTY DEED RECORDS

BY *Mike B. Anderson*

NOTES:

1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. WALL DIMENSIONS SHOWN AT DECKS ARE TO THE EXTERIOR FINISH SURFACE OF THE WALL NOT THE BUILDING LINE.
3. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
4. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.

LEGEND:

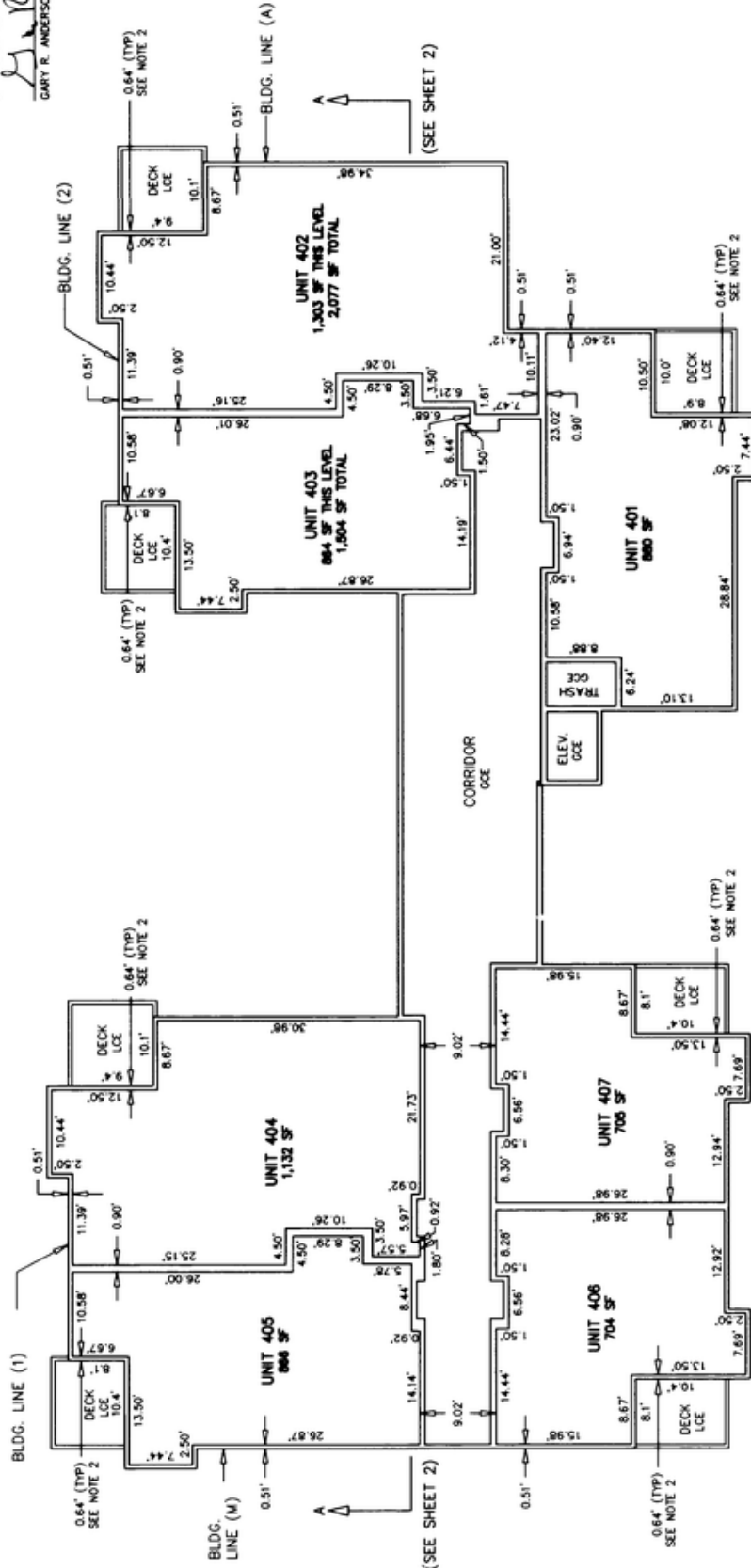
UNIT ### UNIT NUMBER
LCE LIMITED COMMON ELEMENT
GCE GENERAL COMMON ELEMENT
(TYP) TYPICAL
SF SQUARE FEET
BLDG. BUILDING



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM."

GARY R. ANDERSON P.L.S. NO. 2434



SCALE: 1" = 10'

LEVEL FIVE

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)884-0652

1235-01

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE ~~NE~~ 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., N.W. CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

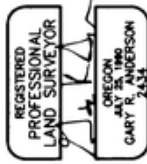
✱ CORRECTED PER AFFIDAVIT OF CORRECTION
RECORDED AS DOCUMENT NO. 2620362
MULTNOMAH COUNTY DEED RECORDS
BY: *Mike B. [Signature]*

NOTES:

1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. WALL DIMENSIONS SHOWN AT DECKS ARE TO THE EXTERIOR FINISH SURFACE OF THE WALL NOT THE BUILDING LINE.
3. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
4. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.

LEGEND:

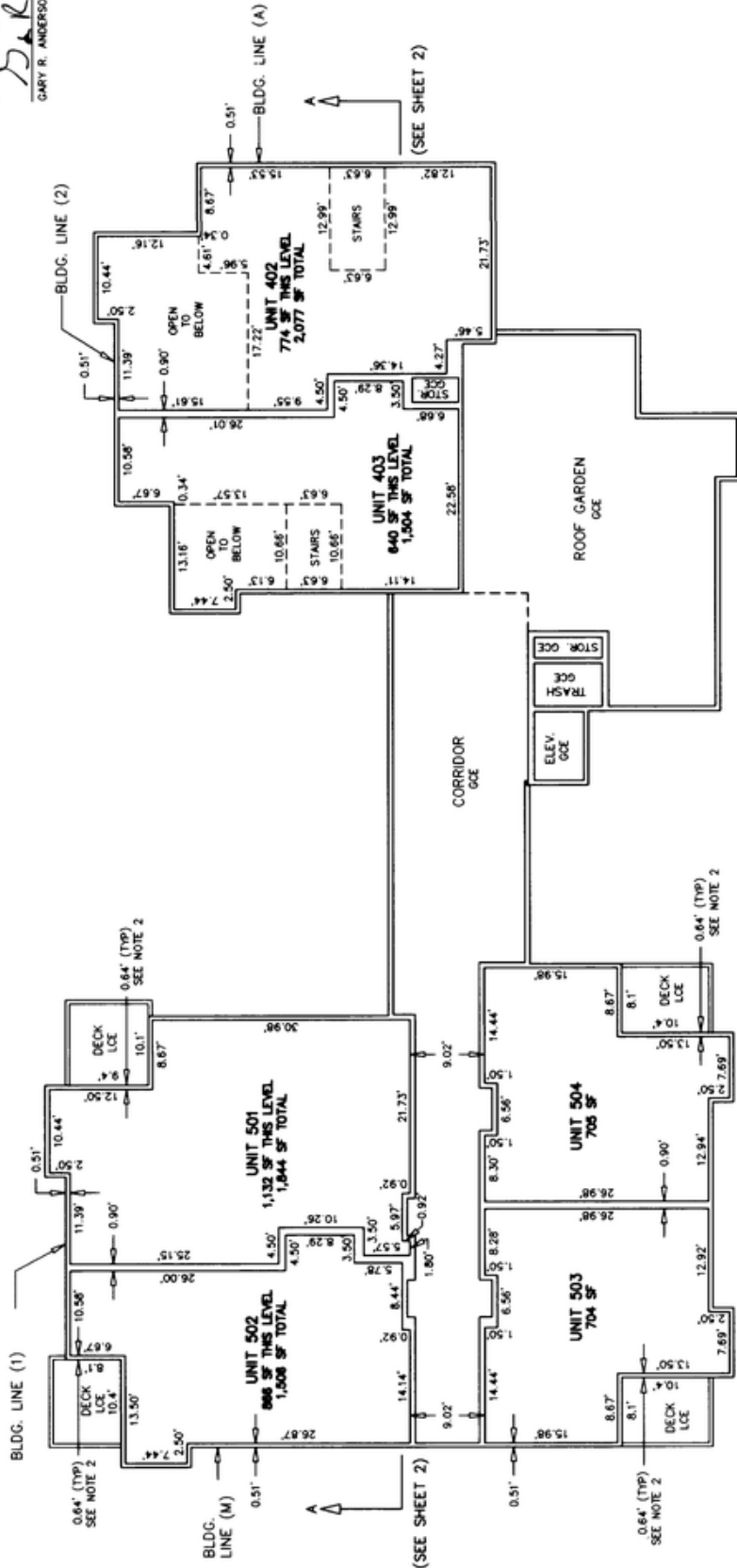
- | | |
|---------|------------------------|
| UNIT ## | UNIT NUMBER |
| LCE | LIMITED COMMON ELEMENT |
| GCE | GENERAL COMMON ELEMENT |
| STOR. | STORAGE |
| (TYP) | TYPICAL |
| BLDG. | BUILDING |
| SF | SQUARE FEET |



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM"

Gary R. Anderson
GARY R. ANDERSON P.L.S. NO. 2434



SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)864-0652



SCALE: 1" = 10'

LEVEL SIX

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE NE 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., N.W., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, MAY 15, 1998

CORRECTED PER AFFIDAVIT OF CORRECTION
RECORDED AS DOCUMENT NO. 12202607
MULTNOMAH COUNTY DEED RECORDS

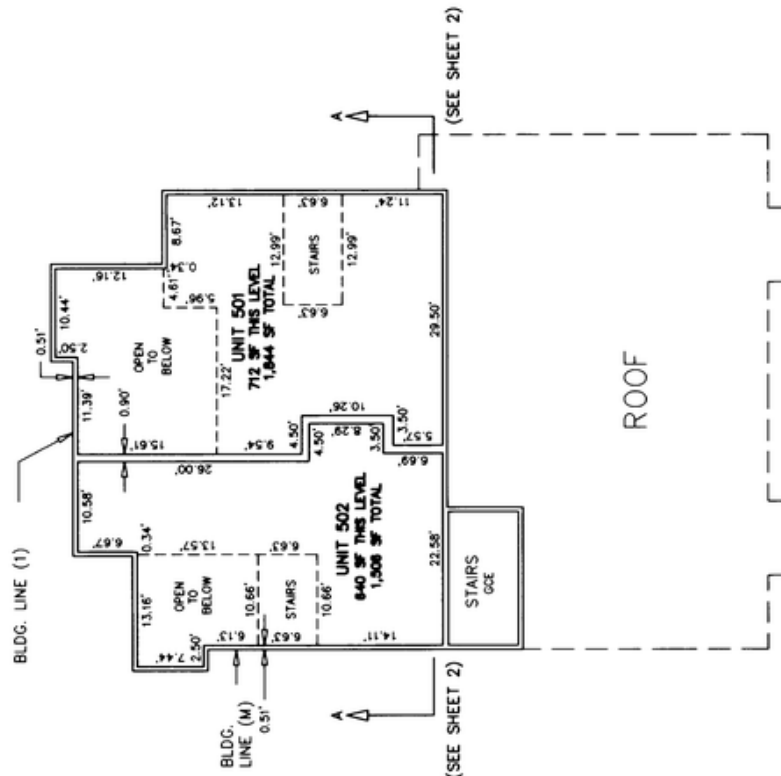
BY M. J. Anderson

NOTES:

1. ALL WALLS ARE PARALLEL OR PERPENDICULAR TO THE BUILDING LINES SHOWN UNLESS OTHERWISE NOTED.
2. ALL UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR FINISH SURFACE OF THE WALL.
3. EXTERIOR WALL THICKNESS SHOWN HEREON REPRESENT THE DIMENSION FROM THAT APPLICABLE BUILDING LINE TO THE INTERIOR WALL SURFACE, UNLESS OTHERWISE NOTED.

LEGEND:

- S-## STORAGE UNIT NUMBER
- UNIT ## UNIT NUMBER
- LCE LIMITED COMMON ELEMENT
- GCE GENERAL COMMON ELEMENT
- (TYP) TYPICAL
- BLDG. BUILDING
- COL. COLUMN
- SF SQUARE FEET



SCALE: 1" = 10'

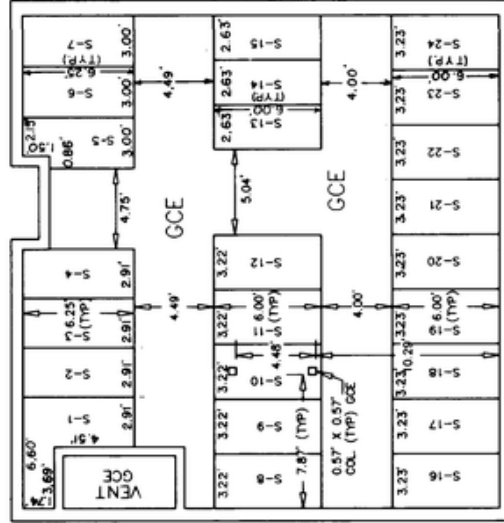
LEVEL SEVEN



12-31-99
RENEWAL DATE

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM."

GARY R. ANDERSON
P.L.S. NO. 2434



NOTE: ALL STORAGE UNITS WITHIN THE TENANT STORAGE ROOM ARE LCE
ALL DIMENSIONS ON STORAGE UNITS ARE TO CENTER OF DIVIDER WALLS

TENANT STORAGE DETAIL

SCALE: 1" = 5'

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
5015 S.W. SCODIA PARKWAY, SUITE 150
PORTLAND, OREGON 97224
(503)884-0632

ARBOR VISTA CONDOMINIUM

A REPLAT OF A PORTION OF LOTS 1 AND 8, AND ALL OF LOTS 2 AND 7, BLOCK 8, SUBDIVISION OF BLOCK D, CARTER'S ADDITION TO THE CITY OF PORTLAND, SITUATE IN THE ~~1/4~~ 1/4 OF SECTION 4, T. 1 S., R. 1 E., W.M., N.W., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON MAY 15, 1998

* COLLECTED PER AFFIDAVIT OF CORRECTION RECORDED AS DOCUMENT NO. 28,205,623 MULTNOMAH COUNTY DEED RECORDS

BY: Mike J. Whitmarsh

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT INNOVATIVE HOUSING, INC., AN OREGON NONPROFIT CORPORATION AS OWNER OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE DOES HEREBY DECLARE THE ANNEXED MAP OF "ARBOR VISTA CONDOMINIUM" TO BE TRUE AND CORRECT, AND DOES HEREBY COMMIT SAID PROPERTY TO THE OPERATION AND PROVISIONS OF THE OREGON CONDOMINIUM ACT. THE PROPERTY AND IMPROVEMENTS DESCRIBED ON THE PLAT ARE SUBJECT TO THE PROVISIONS OF OREGON REVISED STATUTES 100.005 TO 100.910 AND 100.990.

EXECUTED THIS 15th DAY OF JUNE, 1998.

INNOVATIVE HOUSING, INC., AN OREGON NONPROFIT CORPORATION

BY: Mike J. Whitmarsh

MIKE WHITMARSH, PRESIDENT

BY: Jan Yocom

JAN YOCOM, SECRETARY

ACKNOWLEDGMENT

STATE OF OREGON }
MULTNOMAH COUNTY } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 15, 1998, BY MIKE WHITMARSH, PRESIDENT OF INNOVATIVE HOUSING, INC. AN OREGON NONPROFIT CORPORATION.

Mike J. Whitmarsh

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 4-18-1998

ACKNOWLEDGMENT

STATE OF OREGON }
MULTNOMAH COUNTY } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON JUNE 15, 1998, BY JAN YOCOM, SECRETARY OF INNOVATIVE HOUSING, INC., AN OREGON NONPROFIT CORPORATION.

Jan Yocom

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 8-16-99



APPROVALS

APPROVED June 23, 1998.
CITY OF PORTLAND, BUREAU OF BUILDINGS

BY: Margaret Mackay

APPROVED JUNE 25, 1998
COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: Robert A. Hendon

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF July 21, 1998.
DIRECTOR OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON

BY: J. Bennett
DEPUTY

STATE OF OREGON
COUNTY OF MULTNOMAH SS

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECORDED FOR RECORD AND RECORDED July 23, 1998, AT 2:27 PM IN BOOK 2239, ON PAGES 17-20, COUNTY RECORDING OFFICE.

BY: Carol M. Young
DEPUTY

DOCUMENT NO. 98-134060

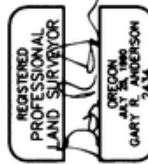
SURVEYOR'S CERTIFICATE OF COMPLETION

I, GARY R. ANDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF "ARBOR VISTA CONDOMINIUM" FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND THE BUILDING AND THAT CONSTRUCTION OF THE UNITS AND BUILDING, AS DEPICTED ON SUCH PLAT, HAS BEEN COMPLETED.

DATED THIS 12th DAY OF JUNE, 1998.

Gary R. Anderson

GARY R. ANDERSON, P.L.S. 2434



12-31-99
RENEWAL DATE

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)684-0652

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT OF "ARBOR VISTA CONDOMINIUM".
Gary R. Anderson
GARY R. ANDERSON P.L.S. NO. 2434

plu 7/29 Fid
After Recording Return To:
Copeland, Landye, Bennett and Wolf, LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

Recorded in the County of Multnomah, Oregon
C. Suick, Deputy Clerk
113.00
98134061 10:57am 07/29/98
013 20018590 02 16
E41 22 0.00 110.00 0.00 3.00 0.00

CONDOMINIUM DECLARATION
FOR
ARBOR VISTA CONDOMINIUM

TABLE OF CONTENTS

RECITALS 1

1. DEFINITIONS 1

2. REAL PROPERTY DESCRIPTION 2

3. NAME AND UNIT DESCRIPTION 2

 3.1 Name 2

 3.2 Boundaries of Units 2

 3.3 Building Description and Unit Designation 3

4. GENERAL COMMON ELEMENTS 4

 4.1 Definition 4

 4.2 Maintenance, Repair and Replacement
 of General Common Elements; Liability
 for Common Expense 5

 4.3 Income From General Common Elements 5

5. LIMITED COMMON ELEMENTS 5

 5.1 Definitions 5

 5.2 Maintenance, Repair and Replacement of Limited
 Common Elements; Liability for
 Common Expense 5

6. PARKING 5

 6.1 Parking Units 5

 6.2 Boundary of Parking Unit 6

 6.3 General Common Element Parking 6

7. VOTING 6

Fidelity

8.	USE OF PROPERTY	6
8.1	General	6
8.2	Rules and Regulations Promulgated by the Association	7
8.3	Right of Ingress and Egress	7
9.	CONTRACTS AND LEASES	7
10.	BYLAWS; ASSOCIATION; MANAGEMENT	7
10.1	Adoption of Bylaws	7
10.2	Association; Membership	7
10.3	Management; Board of Directors	7
10.4	Interim Board and Officers	7
10.5	Powers and Duties of the Association	8
10.6	Covenant to Pay Assessments; Liability for Common Expense	8
10.7	Delegation	8
11.	SERVICE OF PROCESS	8
12.	MORTGAGEES	8
12.1	Notice of Action	8
12.2	Mortgagee Exempt from Certain Restrictions	9
12.3	Subordination of Association Lien to Mortgage; Discharge of Lien Upon Foreclosure	9
12.4	Professional Management	9
12.5	Consent of Mortgagees to Change Percentage Ownership in Common Elements	10
12.6	Consent of Mortgagees Required to Terminate Project	10
12.7	Limited Right of Amendment	10
12.8	Request for Approval of Mortgagees	11
12.9	Proxy Held by Mortgagee in Certain Cases	11
12.10	Right to Examine Documents	11
12.11	Right to Receive Annual Reports	12
12.12	Right to Receive Written Notice of Meetings	12
12.13	List of Mortgagees	12
13.	AMENDMENTS TO DECLARATION	12
13.1	Declarant's Approval Required	12
13.2	Recordation	12
14.	SUBDIVISION	13

15.	AUTHORITY TO GRANT EASEMENTS, RIGHTS-OF-WAY, LICENSES AND OTHER SIMILAR INTERESTS/ ENCROACHMENTS	13
15.1	General	13
15.2	Utility Easements; Dedications	13
15.3	Encroachments	13
16.	DECLARANT'S SPECIAL RIGHTS	11
16.1	Sales Office and Model	11
16.2	"For Sale" and "For Rent" Signs	12
16.3	No Capital Assessments Without Consent	12
16.4	Common Element Maintenance by the Association	12
16.5	Declarant's Easements	12
16.6	Declarant's Other Special Rights	12
16.7	Assignment of Declarant's Rights	12
16.8	Expiration of Declarant's Special Rights	12
17.	GENERAL PROVISIONS	13
17.1	Interpretation	13
17.2	Severability	13
17.3	Waiver of Rights	13
17.4	Legal Proceedings	13
17.5	Costs and Attorneys' Fees	13
17.6	Compliances	13
17.7	Conflicting Provisions	14
17.8	Section and Paragraph Captions	14

CONDOMINIUM DECLARATION

FOR

ARBOR VISTA CONDOMINIUM

This Declaration submits to the provisions, restrictions and limitations of the Oregon Condominium Act, real property hereinafter described (the "Real Property") and all improvements now existing or to be constructed on such real property, to be known as ARBOR VISTA CONDOMINIUM.

Recitals, Intent and Purpose

Innovative Housing, Inc., an Oregon nonprofit corporation ("Declarant"), is owner in fee simple of the Real Property described hereinbelow, and desires to submit the Real Property to the Condominium form of ownership, to be converted, handled and used in the manner provided by the Oregon Condominium Act.

NOW, THEREFORE,

Declaration

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

1. Definitions. Except as otherwise provided or modified by this Section 1, the terms contained herein shall have the meaning set forth in the Oregon Condominium Act, ORS 100.005 *et seq.*, and said statute and its definitions are incorporated herein. As used in this Condominium Declaration and in the Bylaws of Arbor Vista Condominium Association (the "Bylaws"), the following terms shall have the following meanings:

"Association" shall mean and refer to the Arbor Vista Condominium Association, Inc., which shall be an Oregon nonprofit corporation.

"Condominium" means the Real Property, all buildings, and structures constructed thereon and all improvements made thereto, and all easements, rights and appurtenances belonging thereto, all of which are herewith submitted to the provisions of the Oregon Condominium Act.

"Mortgage" means a recorded first mortgage, first trust deed or first contract of sale that creates a first lien against a Unit, and "Mortgagee" means the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale, but only when such holder, beneficiary or vendor notifies the Association in writing of the existence of such mortgage and gives the Association a current name and mailing address.

"Parking Unit" means a parking space as more particularly described in Section 6 of this Declaration.

"Unit" means the airspace encompassed by the perimeter walls, floors and ceilings which is owned in fee simple by each owner of a Condominium Unit and which is more specifically described in Section 3.2 of this Declaration. Provided, however, "Unit" shall not include the Parking Unit.

2. **Real Property Description.** The Real Property that is submitted hereunder to the Oregon Condominium Act is located in the County of Multnomah, State of Oregon, and is more particularly described on Exhibit "A." Each Owner shall hold fee simple title to the Unit and common elements pertaining thereto when such property is conveyed to the Owner by the Declarant. Prior to such conveyance, the Declarant shall hold fee simple title to all Units and the appertaining common elements.

3. **Name and Unit Description.**

3.1 **Name.** The name by which the Real Property hereunder shall be known is Arbor Vista Condominium.

3.2 **Boundaries of Units.** Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, ceilings, windows and window frames, doors and door frames and trim. The Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the exterior walls, floors or ceilings shall be a part of the common elements. In addition, each Unit shall include the following:

(a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; and

(b) All outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves.

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

3.3 Building Description and Unit Designation. The Real Property has two (2) buildings thereon in which twenty-seven (27) Condominium Units are located. Each Condominium building is constructed with concrete foundations. Each building contains a subterranean floor with concrete walls and a concrete ceiling, four full additional floors and a partial fifth floor, all of which are constructed with wood framing. The exteriors of the buildings are finished with wood shingles and synthetic stucco. The roof will be flat and constructed with built up composition material. The vertical and horizontal boundaries, number designation, location and dimension of each Unit are shown on the Plat. The fifth story above grade is a partial story to accommodate townhouse Units.

The Declarant allocated the liability for common expenses among the Units in the percentages which the Declarant believes are equitable. The same percentages were used to assign percentage ownership in the common elements among the Units. A .0001 percentage ownership in the common elements was assigned to the 30 Parking Units. Accordingly, the total percentage assigned for the "living" Units is 99.9970%.

The numerical designation, approximate floor space area and percentage of ownership in common elements of each Unit and Parking Unit are as follows:

<u>Unit No.</u>	<u>Approximate Area (in square feet)</u>	<u>Percentage of Ownership in Common Elements</u>
101	950	3.5366
102	1400	4.4210
103	936	3.5366
201	950	3.5366
202	1400	4.4210
203	936	3.5366
204	1217	3.9999
205	936	3.5366
207	760	2.6316
301	950	3.5366
302	1400	4.4210
303	936	3.5366
304	1217	3.9999
305	936	3.5366
306	760	2.6316

307	760	2.6316
401	950	3.5366
402	2400	5.7894
403	1626	4.9473
404	1217	3.9999
405	936	3.5366
406	760	2.6316
407	760	2.6316
501	2100	5.2631
502	1626	4.9473
503	760	2.6316
504	760	2.6316
30 Parking Units		<u>.0030</u>

TOTAL 100.0000

Each of the Parking Units has a .0001 percentage interest in the common elements.

4. General Common Elements.

4.1 Definition. The general common elements consist of all portions of the Condominium that are not part of a Unit or a limited common element, including, without limitation, the following:

- (a) The land;
 - (b) The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s);
 - (c) The subterranean parking level, yards, gardens, nonassigned parking areas and outside storage spaces;
 - (d) Installations of central services, such as power, light, gas, and water, up to the outlets within any Units;
 - (e) The elevators, tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;
- and
- (h) All other elements of any building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

4.2 Maintenance, Repair and Replacement of General Common Elements; Liability for Common Expense. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the general common elements shall be a common expense, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest or servant shall be repaired by the Association at such owner's sole cost and expense. Although repair, maintenance and replacement of door and door frames (including patio doors), windows and window frames shall be the responsibility of individual owners, exterior painting shall be the responsibility of the Association. Common expenses shall be assessed and apportioned among the owners as set forth in Section 10.6 of this Declaration.

4.3 Income From General Common Elements. All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be income of the Association. The Board of Directors may, in its discretion, use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit owners in a substantially equal manner.

5. Limited Common Elements. The following shall constitute limited common elements, the use of which shall be restricted to the Units to which they pertain:

5.1 Definitions.

(a) Each of the patios and/or decks is a limited common element appertaining to the Unit which it adjoins as shown on the Plat.

(b) There are twenty-four (24) storage spaces which are limited common elements appertaining to certain Units as indicated on Exhibit "B." The storage spaces shown on the plat are designated S1-S24. Two storage areas are general common elements. Unit Nos. 402, 403 and 501 do not have any limited common element storage spaces.

5.2 Maintenance, Repair and Replacement of Limited Common Elements; Liability for Common Expense. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the limited common elements shall be a common expense, which shall be assessed and apportioned pursuant to Section 10.6 of this Declaration, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest or servant shall be repaired by the Association at such owner's sole cost and expense.

6. Parking.

6.1 Parking Units. There are thirty (30) Parking Units. At least one Parking Unit must be held by the owner of each Unit. The other three (3) Parking Units may be held by the owner of any Unit, the Declarant or the Association, and may be sold by the Declarant

to any purchaser and thereafter transferred by the owner to any other owner, so long as each Unit owner also owns one Parking Unit. Transfer of Parking Units between or among the Declarant, the Association or Unit owners shall be accomplished by delivery of executed Park Unit Deeds. All Parking Units held by the Declarant at the time of Turnover shall be transferred to the Association. Only the owner of a Unit or the Association may own a Parking Unit and a Parking Unit owned by a Unit Owner shall be used in conjunction with the use of the Owner's Unit.

6.2 Boundary of Parking Units. Each unit identified on the plat as a Parking Unit shall consist of the paved surface of the Parking Unit, a vertical plane extending upwards at a 90 degree angle from the boundaries of the paved surface of the Parking Unit for a distance of eight feet, and a horizontal plane coextensive with the boundaries formed by the uppermost edge of each vertical plane, as shown on the plat.

6.3 General Common Element Parking. There are no general common element parking spaces. Guests must park on the public streets or in a Parking Unit owned by their host.

7. Voting. The owner or co-owners of each Unit shall be entitled to one (1) vote per Unit. No voting rights shall appertain to any Parking Units. "Majority" or "Majority of Unit Owners" shall mean the owners of more than fifty percent (50%) of the voting rights allocated to the Units by the Declaration. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

8. Use of Property.

8.1 General. Each Unit shall be used for residential purposes only. The common elements shall be used for furnishing of services and facilities to Unit owners. Every Unit Owner shall have an easement to enjoy and use the general common elements in the manner for which they were intended. Additional restrictions and regulations shall be set forth in the Bylaws and rules or regulations adopted pursuant to the provisions of the Bylaws.

8.2 Rules and Regulations Promulgated by the Association. The Board of Directors shall have the authority from time to time to promulgate such rules and regulations as the Board may deem to be in the best interest of the Association. No person shall use the common elements or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things: (a) the payment by the Unit owner of assessments for common expenses and such other assessments or fees as may be established by the Association for the purpose of defraying the costs associated with the

use of such common elements and the administration and operation of the Condominium Property; and (b) the observance by the Unit owner and his guests, invitees and servants, of the provisions of the Declaration, the Bylaws and the Association's rules and regulations.

8.3 Right of Ingress and Egress. Each Unit Owner shall have a perpetual right of ingress and egress to and from the Owner's Unit. This right shall pass to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law. Any attempt to transfer voluntarily or involuntarily any common element ownership interest separately from the transfer of the Unit to which such interest pertains shall be void.

9. Contracts and Leases. All contracts or leases that are entered into before the turnover meeting (including any management contract) shall be terminable without penalty by the Association or the Board of Directors upon not less than thirty (30) days' written notice to the other party by the Association given not later than sixty (60) days after the turnover meeting. Provided, however, that any such contracting or leasing party may request the Association to affirm the continuation of any such agreement for the balance of its stated term. Affirmation by the Association after transfer of control shall extinguish all termination rights of the Association under this Section 9.

10. Bylaws; Association; Management.

10.1 Adoption of Bylaws. On behalf of the Association, the Declarant hereby adopts the Bylaws attached hereto as Exhibit "C" to govern the administration of the Condominium. The Bylaws shall be effective upon the execution and recording of this Declaration.

10.2 Association; Membership. The name of the Association shall be Arbor Vista Condominium Association, Inc. Each owner of a Unit in the Condominium shall be a member of the Association, and membership therein shall be limited to Unit owners only. The Association, which shall be organized upon the recording of the Declaration and the Bylaws, shall serve as a means through which the Unit owners may take action with regard to the administration, management and operation of the Condominium. The Association shall be an Oregon non-profit corporation.

10.3 Management; Board of Directors. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws. The Board of Directors shall elect officers consisting of a chairman, secretary and treasurer. Pursuant to the provisions of the Bylaws and the Oregon Condominium Act, the Board of Directors may adopt administrative rules and regulations governing details of the operation, maintenance and use of the Condominium property. The Board of Directors may contract with a professional manager or management firm to manage some or all of the affairs of the Association.

10.4 Interim Board and Officers. The Declarant has reserved control over the administration of the Association by reserving the right in the Bylaws to appoint an interim

Board of Directors to manage the Condominium until the turnover meeting. The turnover meeting shall be held within ninety (90) days after the earlier of the following dates: the date on which fifty percent (50%) of the Units in the Condominium have been conveyed to persons other than the Declarant or the date on which three (3) years have elapsed since the date of the first conveyance of a Unit in the Condominium to a person other than the Declarant. The three (3) members of the interim board shall also serve as the interim officers.

10.5 Powers and Duties of the Association. The Association and the Board of Directors shall have the powers and duties granted to them by this Declaration, the Articles of Incorporation for the Association, the Bylaws, and ORS 100.405(4) and all other provisions of the Oregon Condominium Act.

10.6 Covenant to Pay Assessments; Liability for Common Expense. Each owner hereby covenants to pay to the Association annual assessments for common expenses as more fully provided in the Bylaws. No owner may avoid liability for assessments by abandonment of his Unit or non-use of the common elements. Except as otherwise provided in this Declaration or the Bylaws, each Unit and the owner thereof shall be liable for the common expense and the funding of the replacement reserves, both of which shall be apportioned among the Units based upon each Unit's percentage of ownership in the common elements allocated to such Unit. No offset against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties. Assessments shall be levied against all Units not later than the first day of the month next following the date when the first Unit is conveyed to a person other than the Declarant.

10.7 Delegation. Nothing in this Declaration shall be construed to prohibit the Association or the Board of Directors from delegating to persons, firms or corporations of its choice the performance of such duties as may be imposed upon the Association or the Board of Directors by this Declaration, Articles of Incorporation, the Bylaws, Association rules or regulations, or applicable law.

11. Service of Process. The designated agent to receive service of process in cases set forth in ORS 100.550(1) shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency in accordance with ORS 100.260.

12. Mortgagees. In the event of a conflict between this Section 12 and other provisions of this Declaration or any Supplemental Condominium Declaration, the provisions of this Section 12 shall prevail. The terms "mortgage" and "mortgagee" are defined in Section 1 of this Declaration.

12.1 Notice of Action. Upon the written request of a mortgage holder, insurer, or guarantor to the Association, identifying the name and address of such person and the number or address of the Unit on which a mortgage has been placed, such mortgagee, insurer or guarantor shall be entitled to timely notice of the following:

- (a) Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit securing its mortgage;
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by an owner of any Unit on which it holds a mortgage;
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of eligible mortgage holders.

12.2 Mortgage Exempt From Certain Restrictions. Any mortgagee that comes into possession of the Unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including, but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the Unit. Provided, however, that mortgagees shall not be exempt from the restriction that Units cannot be rented for periods of fewer than thirty (30) days.

12.3 Subordination of Association Lien to Mortgage; Discharge of Lien Upon Foreclosure. The lien of the Association shall be subordinate to any first mortgage. Any first mortgagee that comes into possession of the Unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, and any purchaser at the foreclosure sale of a first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue before such mortgagee comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

12.4 Professional Management. Upon the written request of holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Without the prior written approval of the holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium, the Association may not terminate professional management and assume self-management of the Condominium. Additionally, if professional management has previously been required by any mortgage holder, any such decision to establish self-management shall require prior consent of the owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated. Any agreement for professional management shall provide that the management contract may be terminated for cause on thirty (30) days' written notice.

12.5 Consent of Mortgagees to Change Percentage Ownership in Common Elements. The Unit owners may not reallocate the percentage of interest in the common elements attributable to any Unit without the prior written approval of holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units with respect to which the percentage of ownership is proposed to be altered. Nothing in this Section 12.5 shall be construed to give the owners, the Association, or the Board of Directors, any specific authority to alter such percentage of ownership and, if any attempt is made to do so, full compliance shall be made with the Declaration, the Association's Articles of Incorporation, any Supplemental Condominium Declaration, Bylaws and the Oregon Condominium Act.

12.6 Consent of Mortgagees Required to Terminate Project. Except with respect to termination of the Condominium as a result of destruction, damage or condemnation, any termination of the Condominium shall require the written approval of holders of first mortgages that represent at least sixty-seven percent (67%) of the votes of mortgaged Units in the Condominium. Provided, however, such consent will be deemed given if a mortgagee does not object in writing within thirty (30) days after notice of the proposed termination. Additionally, any such terminations shall be carried out by the owners pursuant to provisions of the Declaration, any applicable Supplemental Condominium Declaration, the Association's Articles of Incorporation, the Bylaws and the Oregon Condominium Act and shall be carried out only after vote of the owners, as provided in such provisions.

12.7 Limited Right of Amendment. Except upon the written approval of holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium, no amendment that adds to or amends any material provision that establishes, provides for, governs or regulates any of the following may be made to the Declaration or the Bylaws:

- (a) voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of common elements;
- (c) reductions in reserves for maintenance, repair, and replacement of common elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common elements, or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into common elements or vice versa.

(h) expansion or contraction of the Condominium project, or the addition, annexation, or withdrawal of property to or from the Condominium project;

(i) hazard or fidelity insurance requirements;

(j) imposition of any restrictions on the leasing of Units;

(k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(l) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the documents; or

(m) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

The provisions of this Section are intended to limit only the right of the Unit owners, the Board of Directors and the Association to amend the Declaration and the Bylaws, and are not intended to give any such parties any specific rights to effect any amendments. Any amendments to the Declaration or the Bylaws shall be made only upon full compliance with the provisions of the Declaration, the Bylaws and the Oregon Condominium Act relating to the procedure and percentage of votes required for such amendment. An addition or amendment to the Declaration or the Bylaws shall not be considered to be material so as to require the consent or approval of mortgagees, if its purpose is to correct technical errors or if it to clarify.

12.8 Request for Approval of Mortgagees. Any mortgagee that receives a written request to approve additions or amendments to the Declaration or the Bylaws, or any other action to be taken by the Board of Directors, the Association or Unit owners shall be considered to have given such approval unless such mortgagee delivers or posts a negative response within thirty (30) days after receipt of such request.

12.9 Proxy Held by Mortgagee in Certain Cases. If a mortgagee reasonably believes that the Association has failed to maintain the common elements so as to prevent excessive wear and tear, such mortgagee may attend a meeting of the Association and may cast the vote of the mortgagor of the Unit on which such mortgagee holds a mortgage if the proposal under consideration concerns painting or otherwise maintaining the common elements, including imposing special assessments necessary to pay for such maintenance. Provided, however, such right shall arise only in the event the mortgagee reasonably believes the Association has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

12.10 Right to Examine Documents. The Association shall make available to Unit owners, lenders and mortgagees current copies of the Declaration, the Bylaws, the Articles of Incorporation, other rules concerning the Condominium, and the books, records and financial

statements of the Association. The Association shall have the right to impose a reasonable charge for any copies requested by owners, lenders or mortgagees.

12.11 Right to Receive Annual Reports. The holders of first mortgages representing at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium shall be entitled to have an audited financial statement prepared at their expense if such statement is not otherwise available. The Association and its officers, directors and manager (if any), shall cooperate with such mortgage holders and their auditors to facilitate the necessary auditing and review process. Such financial statement shall be furnished within a reasonable time following request.

12.12 Right to Receive Written Notice of Meetings. Upon a mortgagee's written request, the Association shall give all mortgagees written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

12.13 List of Mortgagees. The Association shall maintain at all times a list of mortgagees who have given the Association notice on any matter described in Section 12 of this Declaration, which list shall include their names, addresses, the Units and mortgagors affected, and the matters with respect to which such mortgagees have requested notice, provided that such information has been furnished to the Association by the owners or their mortgagees.

13. Amendments to Declaration. Except where a larger percentage of approval is required by law, this Declaration may be amended from time to time by approval of Unit owners holding seventy-five percent (75%) or more of the voting rights as otherwise set forth in this Declaration. Provided, however, that this Declaration shall not be amended to reduce or eliminate the rights of any mortgagee without all such mortgagees' prior written consent.

13.1 Declarant's Approval Required. Declarant's prior written consent shall be required for any amendment to this Declaration until the earlier of the following dates: the date on which seventy-five percent (75%) or more of the Units in the Condominium have been conveyed to owners other than the Declarant and the date on which three (3) years have elapsed since the first conveyance of a Unit in the Condominium. Provided, however, that even thereafter, no amendment may limit or reduce any of the Declarant's special rights, whether reserved herein or otherwise provided by law. No amendment may change the size, location, percentage of interest in the common elements, method of determining liability for common expenses, right to common profits or voting power of any Unit(s) unless such amendment has been approved by the owners and the mortgagees of the affected Unit(s).

13.2 Recordation. An amendment to the Declaration shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, certified to by the chairman and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner.

14. Subdivision. No Unit may be subdivided into divisions of any nature.

15. Authority to Grant Easements, Rights-of-Way, Licenses and Other Similar Interests/Encroachments.

15.1 General. The Association shall have the authority to execute, acknowledge, deliver and record easements, rights-of-way, licenses and other similar interests affecting the general common elements on behalf of Unit owners, provided that the granting of any such interest has been approved by at least seventy-five percent (75%) of the Unit owners. An instrument granting any such interest shall be executed by the chairman and secretary of the Association, shall be acknowledged in the manner provided for acknowledgment of such instruments by such officers, and shall state that such grant was approved by at least seventy-five percent (75%) of the unit owners.

15.2 Utility Easements; Dedications. Anything in this Declaration to the contrary notwithstanding, the Declarant shall have the right to execute, deliver and record on behalf of the Association and the Unit owners such documents as may be required to grant easements, rights-of-way and licenses over the common elements for the installation, maintenance and repair of public utilities serving the Condominium or adjacent property. The Declarant shall also have the right to execute, deliver and record on behalf of the Association and the Unit owners such deeds and other documents as may be required to convey, dedicate, or grant such easements, rights-of-way or licenses over common elements, as may be required by any government or governmental agency in order to complete development of the Condominium. To effect the intent of this Section 15.2, each Unit owner, by acceptance of a deed or contract to a Unit, whether or not it shall be expressed in such deed or contract, for himself and his successors in interest, irrevocably appoints Lyn Musolf of Portland, Oregon, or his nominee, as his lawful attorney-in-fact for the purpose of executing any and all documents required or permitted to be executed hereunder. The Power of Attorney and the rights under this Section shall expire at such time as the Declarant no longer owns a Unit or three (3) years from the date this Declaration is recorded, whichever is earlier.

15.3 Encroachments. There shall be an easement for any encroachment of the common elements on any Unit or an encroachment of any Unit on the common elements or another Unit arising from the original construction, reconstruction, authorized repair, shifting, settling or other movement of any portion of the condominium improvements. Such easements shall exist indefinitely and may be terminated only by the voluntary act of the party who benefits from the easement(s).

16. Declarant's Special Rights. The Declarant shall have the following special rights:

16.1 Sales Office and Model. The Declarant shall have the right to maintain sales and/or rental offices and sales and/or rental models in one or more of the Units that Declarant owns. Declarant, its agents and prospective purchasers shall have the right to park

automobiles in the parking area on the common elements and to use and occupy the sales and/or rental office and models during reasonable hours any day of the week.

16.2 "For Sale" and "For Rent" Signs. The Declarant may maintain a reasonable number of "For Sale" and/or "For Rent" signs at reasonable locations on the Condominium property.

16.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, acquisition, capital improvements or otherwise without the prior written consent of the Declarant, as long as the Declarant owns the greater of two (2) Units or five percent (5%) of the total number of Units in the Condominium. Nothing contained in this Section 16.3 shall be construed to limit Declarant's obligation to pay assessments for common expenses on Units owned by the Declarant pursuant to requirements of the Oregon Condominium Act.

16.4 Common Element Maintenance by the Association. The Association shall maintain all common elements in a clean and attractive condition. If the Association fails to do so, the Declarant may perform such maintenance at the expense of the Association.

16.5 Declarant's Easements. The Declarant and its agents and employees, shall have an easement on and over the common elements for the completion of any portion of the Condominium, including the furnishing and decoration of any Unit, sales office or model, and the right to store materials on the common elements at reasonable places and for reasonable lengths of time.

16.6 Declarant's Other Special Rights. The rights reserved to the Declarant in this Section 16 shall in no way limit any other special rights that Declarant, as a declarant, may have, whether pursuant to the Oregon Condominium Act or otherwise. Upon the expiration of any or all such special rights, the Declarant shall have the same rights as any other owner in the Condominium with respect to such ownership.

16.7 Assignment of Declarant's Rights. The Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's special rights, as set forth in this Section 16, or to share such rights with one (1) or more other persons exclusively, simultaneously, or consecutively.

16.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 16, shall expire upon the conveyance by the Declarant of the last Unit owned by the Declarant or three (3) years after the first conveyance of a Unit in the Condominium, whichever is earlier.

17. General Provisions.

17.1 Interpretation. The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, Articles of Incorporation, any Supplemental Condominium Declaration or the Bylaws shall be interpreted in accordance with and governed by the laws of the State of Oregon.

17.2 Severability. Each provision of the Declaration, any Supplemental Condominium Declaration and the Bylaws shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Declaration or the Bylaws. }

17.3 Waiver of Rights. The failure of the Association, the Board of Directors, an officer or a Unit owner to enforce any right, provision, covenant or condition provided in the Declaration or the Bylaws shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant or condition in the future.

17.4 Legal Proceedings. Failure to comply with any of the terms of the Declaration, any Supplemental Condominium Declaration, the Bylaws and any rules or regulations adopted thereunder shall be grounds for relief, which may include, without limitation, an action to recover money due, damages or a suit for injunctive relief, or an action to foreclose a lien, or any combination thereof. Relief may be sought by the Association, Board of Directors, an officer, a professional manager or management firm, or, if appropriate, by an aggrieved Unit owner.

17.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), rules and regulations adopted under the Bylaws, or the Oregon Condominium Act, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association shall be entitled to recover costs and attorneys' fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Bylaws or any rules or regulations promulgated thereunder whether or not any collection or foreclosure action or suit is filed.

17.6 Compliances. Each Unit owner shall comply with the provisions of the Declaration, any Supplemental Condominium Declaration and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions and restrictions of record. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association or any Unit owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

17.7 Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws and any administrative rules and regulations, the provisions of the Declaration shall be paramount to those of the Articles, Bylaws and the rules and regulations, and the Articles shall be paramount to the Bylaws and the rules and regulations and those of the Bylaws shall be paramount to the rules and regulations. For purposes of this Section 17.7, the term "Declaration" shall include all amendments to this Declaration and Supplemental Declarations, and the term "Bylaws" shall include all amendments to the Bylaws.

17.8 Section and Paragraph Captions. Section and paragraph captions shall not be deemed to be a part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular shall be taken to mean and to include the plural, the masculine shall be taken to mean and to include the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representative, trustees and corporations.

The undersigned Declarant has caused this Declaration to be executed this 11th day of June, 1998.

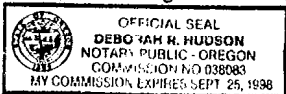
INNOVATIVE HOUSING, INC., an Oregon nonprofit corporation

By: Mike Whitmarsh
Mike Whitmarsh, President

By: Jan Yocom
Jan Yocom, Secretary

STATE OF OREGON)
) ss. 6/11, 1998
County of Multnomah)

Personally appeared the above named Mike Whitmarsh and Jan Yocom, who, being duly sworn, did say that they are the President and Secretary of Innovative Housing, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Deborah R. Hudson
Notary Public for Oregon

The foregoing Declaration is approved pursuant to ORS 100.110 this 28th day of July -
1998 and, in accordance with ORS 100.110(7), this approval shall automatically expire if this
Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: 
Marge Robinson

The foregoing Declaration is approved pursuant to ORS 100.110 this 29th day of July -
1998.

COUNTY ASSESSOR

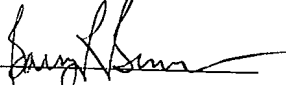
By: 

EXHIBIT A

The premises are in Multnomah County, and are described as follows:

A tract of land lying in the Northeast quarter of Section 4, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, and being Parcel 2 of that property conveyed to the Tri-County Metropolitan Transit District of Oregon, an Oregon municipal corporation, in the Stipulated Final Judgment filed as Case No. 9311-07730 in the Circuit Court of the State of Oregon, County of Multnomah, said tract being more particularly described as follows:

Beginning at the southeasterly corner of said Parcel 2, said corner also being the southeasterly corner of Lot 2 of Subdivision of Lot 8, in Block D, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, Multnomah County, Oregon; thence from said point of beginning along the easterly line of said Parcel 2, said line also being the easterly line of said Lot 2, North $22^{\circ} 22' 36''$ East 82.00 feet to the northeasterly corner of said Parcel 2; thence along the northerly line of said Parcel 2, said northerly line also being the southerly line of Parcel 1 as described in said Stipulated Final Judgment, North $67^{\circ} 37' 31''$ West 113.89 feet to a point of curvature; thence continuing along said northerly line and along the arc of a 166.00-foot radius curve to the right, through a central angle of $18^{\circ} 53' 16''$, an arc length of 54.72 feet (the chord of which bears North $58^{\circ} 10' 53''$ West 54.48 feet) to a point of reverse curvature; thence along the arc of a 94.00-foot radius curve to the left, through a central angle of $18^{\circ} 53' 10''$, an arc distance of 30.98 feet (the chord of which bears North $58^{\circ} 10' 50''$ West 30.84 feet) to a point of tangency; thence North $67^{\circ} 37' 24''$ West 2.06 feet to the northwesterly corner of said Parcel 2, said northwesterly corner being on the westerly line of Lot 8 of said Subdivision of Lot 8; thence along the westerly line of said Parcel 2 South $22^{\circ} 22' 36''$ West 96.00 feet to the southwest corner of said Parcel 2, said southwest corner being also the southwest corner of said Lot 7 of said Subdivision of Lot 8; thence along the southerly line of said Parcel 2 South $67^{\circ} 37' 31''$ East 200.11 feet to the point of beginning.

Bearings are based upon the Oregon Coordinate System of 1927, North Zone.

The following units are assigned the limited common element storage space set forth below:

<u>Unit No.</u>	<u>Storage Space</u>
101	S-13
102	S-3
103	S-11
201	S-14
202	S-7
203	S-9
204	S-2
205	S-20
207	S-10
301	S-15
302	S-6
303	S-8
304	S-12
305	S-21
306	S-16
307	S-17
401	S-5
404	S-1
405	S-22
406	S-18
407	S-19
502	S-4
503	S-23
504	S-24

EXHIBIT "B"
TO DECLARATION OF ARBOR VISTA CONDOMINIUM

INNOVATIVEUDB/EXHIBIT B DEC

After recording, please return to:
Vial Fotheringham LLP
7000 SW Varns Street
Portland, OR 97223
503-684-4111

Multnomah County Official Records
C Swick, Deputy Clerk

2008-107924



\$56.00

00362018200801079240080087

07/22/2008 04:31:42 PM

1R-BY-LAWS
\$40.00 \$11.00 \$5.00

Cnt=1 Str=10 RECCASH1

LAWYERS 08-AD92 1A1

**FIRST AMENDMENT TO THE BYLAWS OF
ARBOR VISTA CONDOMINIUM ASSOCIATION**

This First Amendment to the Bylaws of the Arbor Vista Condominium Association is made this 8th day of July, 2008, by the Arbor Vista Condominium Association, an Oregon nonprofit corporation ("Association").

RECITALS

A. Arbor Vista Condominium is a community of owners established by the following documents recorded in the records of Multnomah County, Oregon:

Condominium Declaration for Arbor Vista Condominium, recorded July 29, 1998, as Document No. 98134061 (the "Declaration").

Bylaws of Arbor Vista Condominium Association, recorded July 29, 1998, as Document No. 98134062.

Plat of Arbor Vista Condominium, recorded July 29, 1998, in Plat Book 1239, Pages 61-70 .

B. Association is the association of unit owners established pursuant to the Declaration and Bylaws to serve as a means through which the unit owners may take action with regard to administration, management, and operation of the Condominium. By Articles of Incorporation filed August 20, 1998, in the Office of the Oregon Secretary of State, under ORS Chapter 65, the Association was incorporated as an Oregon nonprofit corporation under the name "Arbor Vista Condominium Association."

C. The Association and unit owners wish to amend the provisions of the Bylaws relating to the rental and leasing of units in the Condominium.

NOW THEREFORE, pursuant to ORS 100.410(4) and Article 11 of the Bylaws, with the approval of at least seventy-five percent (75%) of the unit owners, the Association hereby amends the Bylaws in the manner set forth below:

1 - FIRST AMENDMENT TO BYLAWS

RECORDED BY LAWYERS TITLE INS CORP AS AN ACCOMMODATION
ONLY NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR
FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

I. Section 7.11 of the Bylaws is removed in its entirety.

II. The following new Section 7.11 is added to the Bylaws:

7.11 Rental and Leasing of Units.

7.11.1 Subject to Section 7.11.2 below, in addition to other restrictions in the Declaration and these Bylaws, unit owners and units are subject to the following restrictions:

7.11.1.1 A unit owner may not rent or lease less than the entire unit and no unit owner may rent or lease a unit for transient or hotel purposes.

7.11.1.2 A unit may not be rented or leased for a period of less than thirty (30) consecutive days.

7.11.1.3 No unit may be rented unless the owner of the unit has occupied the unit for a period of at least one year.

7.11.1.4 A unit may not be rented or leased without the approval of the Board of Directors, if required under Section 7.11.3 below.

7.11.2 Grandfather and Mortgagee Exceptions.

7.11.2.1 Grandfather Exception. Section 7.11.1.2 - 7.11.1.4, above, do not apply to a unit owner who, as of December 1, 2007, is renting or leasing a unit in compliance with Section 7.11.1.1 above.

(a) The unit owner may continue to rent or lease the unit to the existing tenant or subsequent tenants for a period of three (3) years from the date of recording of this amendment ("Grandfather Exception Period"). However, the right of a unit owner to rent or lease a unit under this Section terminates prior to the expiration of the Grandfather Exception Period when the unit owner no longer has an interest in the unit, or when the owner occupies the unit as a residence.

(b) Any successor in interest to a unit with a Grandfather Exception has no rights under this Section and is subject to the restrictions of Section 7.11.1, above.

(c) As soon as practicable after the recording of this Amendment, the Board of Directors shall issue a rental permit, in compliance with this Subsection, to the unit owner of each unit with a Grandfather Exception. The Board shall cause the authorization to be recorded as provided under ORS 100.405(10). The cost of recording the rental permit shall be an expense of the Association.

////

7.11.2.2 Mortgagee Exception. Section 7.11.1 above does not apply to a first mortgagee who acquires a unit by foreclosure, deed in lieu of foreclosure, or other arrangement in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of Section 7.11.1 above.

7.11.3 Application and Approval to Rent or Lease Unit.

7.11.3.1 Application and Approval. Before renting or leasing a unit, a unit owner shall submit an application to the Board of Directors and receive approval to rent or lease the unit.

7.11.3.2 Board Action. The Board of Directors shall review the application to rent or lease a unit in accordance with Subsection 7.11.3.3 of this Section and, subject to the limitation imposed under Section 7.11.4, below, shall:

(a) Approve the application unless the rental or lease would result in more than 6 of the units of the Condominium (the "Rental-Lease Limit") being rented or leased; or

(b) Deny the application if approval of the application would result in the number of units being rented or leased exceeding the Rental-Lease Limit.

7.11.3.3 Review Procedure.

(a) The Board of Directors shall review applications for approval to rent or lease a unit in chronological order based on the date of receipt of the application. Within twenty (20) business days of receipt, the Board shall approve or deny an application as provided in this Section and shall notify the unit owner within thirty (30) business days of receipt of the application of the Board's decision.

(b) If approval is not given, the notification must state the reason for the denial. Failure of the Board of Directors to respond within the time period specified in this Subsection does not constitute approval by the Board.

7.11.3.4 Waiting List. If a unit owner's application is denied, unless otherwise directed in writing by the unit owner, the applicant (including applicants who receive approval of a hardship application) shall be placed on a waiting list according to the date the application was received so that the unit owner whose application was earliest received shall have first opportunity to rent or lease the unit, subject to the limitation imposed under Section 7.11.4 below.

7.11.3.5 Authorization of Others to Perform Duties Under This Section. The Board of Directors may grant a management agent or other person the authority to review and, except for hardship applications, to approve or deny applications under this Section.

7.11.3.6 Requirement if Lease or Rental Terminated. If a rental or lease approved by the Board of Directors under this Section is terminated, a unit owner shall apply to the Board of Directors for approval to rent or lease the unit thereafter in accordance with this Section unless the unit owner rents or leases the unit within ninety (90) days of termination of the rental or lease.

7.11.4 Limitations. Except for Grandfather or Mortgagee Exceptions, as provided above, a unit owner is not eligible to rent more than one unit until the pending applications of:

7.11.4.1 All unit owners who are not currently renting or leasing a unit are approved; and

7.11.4.2 All unit owners who are currently renting or leasing fewer units than the applicant are approved.

7.11.5 Hardship Exception.

7.11.5.1 If an application is or otherwise should be denied under Sections 7.11.1 and 7.11.3 of this Section, to avoid undue hardships or practical difficulties such as the unit owner's death, job relocation, unemployment, extended vacation, disability, or difficulty in selling the unit due to market conditions in the area or other similar circumstances, the Board of Directors has discretion to approve a hardship application of a unit owner or authorized representative to temporarily rent or lease the unit owner's unit.

7.11.5.2 Hardship Application.

(a) An application for a hardship exception must be on a form prescribed by resolution of the Board of Directors. The Board shall review applications for hardship exception according to the procedure specified in Section 7.11.3.2 and 7.11.3.3 of this Section. The Board may not approve an application for hardship exception under this Section:

- (1) For a period of more than one (1) year.
- (2) If the rental or lease is in violation of Section 7.11.1 of this Section.
- (3) If another unit has already been approved for a hardship exception under this Section (only one unit at a time may qualify for the hardship exception).

(b) The Board may not extend the period approved in a hardship application. A unit owner must submit another application under Subsection 7.11.3.1 of this Article. The Board may not approve any subsequent applications to rent or lease the unit under this Subsection for periods of more than one (1) year.

/////

7.11.6 Rental and Lease Agreement; Copies of Documents. Rental and lease agreements shall comply with this Section. All rental or lease agreements must be submitted to the Association or its manager simultaneously with the submission of the owner's application to rent or lease their unit.

7.11.6.1 Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide:

(a) The agreement and tenants are subject in all respects to the provisions of the Declaration, these Bylaws, and any amendments thereto, and all rules and regulations adopted at any time by the Association.

(b) The tenant must comply with all applicable requirements of the documents specified in this Subsection.

(c) Failure by a tenant to comply with the terms of the documents specified in this Subsection constitutes a default under the rental or lease agreement and that the Association has the remedies specified below, including, without limitation, the right of the Association to require the unit owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.

7.11.6.2 Copies of Documents Required to be Provided Tenants. The unit owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect, and shall take a receipt for delivery of the documents. If any document is amended, revised, changed, or supplemented by the Association, the unit owner shall provide the tenant with a copy of the amendment, revision, change, or supplement within ten (10) calendar days of adoption by the Association or the Board of Directors.

7.11.6.3 Information and Documents Required to be Furnished by the Association. On and after December 1, 2007, upon the commencement of the rental or lease period, the unit owner shall provide the Association a Statement of Unit Occupancy Information, a copy of the receipt specified in this Section and, if requested, a copy of the rental or lease agreement. If the unit owner fails to provide the receipt, the Association shall provide the documents to the tenant and take a receipt therefor, and shall assess the unit owner a reasonable charge for the cost incurred in providing the documents.

7.11.7 Remedies.

7.11.7.1 If a unit owner fails to submit the required application and receive approval as described above and rents or leases a unit, or rents or leases a unit in violation of this Section 7.11, or after the Board of Directors has denied the unit owner's application, the Board of Directors may:

/////

(a) Assess fines against the unit owner and unit owner's unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board in accordance with ORS 100.405.

(b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to terminate the rental or lease agreement and remove the tenant.

7.11.7.2 Pursuant to rules adopted under Section 7.11.9, if the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or rules and regulations adopted pursuant to the documents, after notice and an opportunity for a hearing as prescribed in the adopted resolution, the Board of Directors may require a unit owner to terminate a lease or rental agreement.

7.11.8 Costs and Attorney Fees.

7.11.8.1 Fines, charges, and expenses incurred in enforcing the Declaration, these Bylaws, and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this Section 7.11, including reasonable attorney fees, are assessments against the unit owner and unit which may be collected and foreclosed by the Association as provided under ORS 100.450.

7.11.8.2 In addition to Subsection 7.11.8.1 of this Section, the Association is entitled to recover from a unit owner determined in violation of this Article its costs and attorney fees incurred for enforcement of this Article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the unit owner and the unit as an assessment pursuant to ORS 100.450.

7.11.9 Rules.

7.11.9.1 Pursuant to ORS 100.405, the Board of Directors shall adopt by resolution rules that establish the application and approval process, a waiting list, and any other rules deemed necessary by the Board to implement this Article.

7.11.9.2 If the Board of Directors deems that it is in the best interest of unit owners and the Association, a resolution adopted under this Section may prohibit a unit owner from renting or leasing a unit unless the unit owner utilizes the services of a tenant screening service and receives a report from the service that the proposed tenant has not been convicted of a crime involving conduct of a nature which endangered the safety or welfare of persons or property, including, without limitation, any criminal sex offense, regardless of whether the convicted offender is required to register as a sex offender. The resolution must specify what conduct is of a nature which endangers the safety or welfare of persons or property.

/////

7.11.10 ORS Chapter 90 Not Applicable. Nothing in this Article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under ORS Chapter 90 or subject to the Association to any requirements of ORS Chapter 90.

7.11.11 Definitions. As used in this Section the following terms have the following meanings:

7.11.11.1 "Grandfather Lease" means a rental or lease described in Subsection 7.11.2.1 of this Section.

7.11.11.2 "Leasing or "Renting of a Unit" means the granting of a right to use or occupy a unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). "Leasing or renting" of a unit does not mean and include:

(a) Joint ownership of a unit by means of joint tenancy, tenancy-in-common, or other forms of co-ownership; or

(b) An agreement between the unit owner and a roommate or relative under which the unit owner and another person or persons share joint use of the unit without the payment of rent.


[SIGNATURES ON PAGE 8]


////

////

////

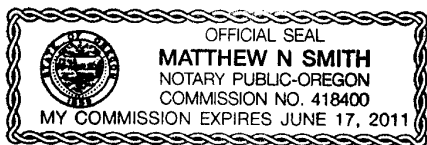
**ARBOR VISTA CONDOMINIUM
ASSOCIATION, an Oregon nonprofit
corporation**

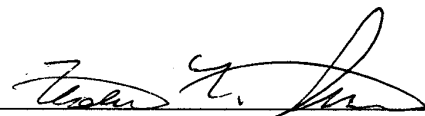

Chair


Secretary

STATE OF OREGON)
 Multnomah) ss
County of Washt)

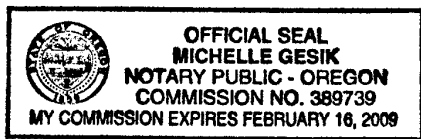
The foregoing instrument was acknowledged before me this 8th day of July,
2008, by Susan Younie, Chair of Arbor Vista Condominium Association, an
Oregon nonprofit corporation, on its behalf.





Notary Public for Oregon
My Commission Expires: June 17, 2011

STATE OF OREGON)
) ss
County of Washington)

The foregoing instrument was acknowledged before me this 19th day of June,
2008, by David K. Mannhart, Secretary of Arbor Vista Condominium Association, an
Oregon nonprofit corporation, on its behalf.




Notary Public for Oregon
My Commission Expires: 2-16-09